

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W91236-04-R-0010	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10-Mar-2004	PAGE OF PAGES 1 OF 115
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W26GLG-4015-7954		6. PROJECT NO.	
7. ISSUED BY USA ENGINEER DISTRICT, NORFOLK CONTRACTING OFFICE 803 FRONT STREET NORFOLK VA 23510-1096 TEL: 757-441-7158 FAX: 757-441-7183		CODE W91236	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME CHERYL A KUNZE		B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 757-441-7132	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> ACID WASTE TREATMENT, PART 1, SETTLING BASIN, RADFORD ARMY AMMUNITION PLANT, VA The project consists of excavation, engineered fill, piping, weirs, miscellaneous metals, flow and chemical measuring devices, leak testing per American Concrete Institute on a cast-in-place, steel reinforced, concrete settling basin with appurtenances. Enclosed volume is approximately 115,000 cubic feet. THIS IS AN UNRESTRICTED PROCUREMENT. NAICS CODE: 23499				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>08 Apr 2004</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Acid Waste Treatment Sludge Basin, RAAP FFP All work complete in accordance with the drawings and specifications but not including the work specified below in Items 0002 and 0003. PURCHASE REQUEST NUMBER: W26GLG-4015-7954	1	Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Excavation and Disposal FFP Excavation and Disposal	3,900	Cubic Yard		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1,800	Cubic Yard		

Prov/Compact of backfill/fill in place

FFP

Provision and Compaction of backfill and fill in place

TOTAL OF ALL THREE ITEMS: _____

In the event there is a difference between a unit price and the extended total, the unit price will govern. All blanks must be filled in to be responsive and receive consideration for award.

NET AMT

FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

ADDITIONAL REQUIREMENTS**ADDITIONAL REQUIREMENTS****CONTRACTOR PERFORMANCE AND BANKING INFORMATION**

The following information shall be submitted along with the proposal.

A. Experience and Past Performance: Provide the following information (in the order given) for each qualifying project which you intend to demonstrate the minimum acceptable experience described in “Minimum acceptable relevant experience”.

- ☐ Project Title
- ☐ Project Location
- ☐ Owner Name, Current Phone & Fax Number, Current Address
- ☐ Owner On site Representative Name, Current Phone Number, Current Address
- ☐ Contract Completion Date at Award
- ☐ Actual Completion Date
- ☐ Contract Price at Completion
- ☐ Brief scope of work (not more than one page) to demonstrate at least the experience described under Minimum acceptable relevant experience.

B. Minimum Acceptable Relevant Experience:

1. A minimum of three completed construction contracts with the US Army, US Navy, US Air Force, or US Marine Corps in the continental United States within the last five years with a value of at least \$500,000 each.
2. A minimum of one completed construction contract on the US Army Ammunition Plant at Radford, VA or any other ammunition plant owned by the US Army, US Navy, US Air Force or US Marine Corps in the continental United States within the last five years. Acceptable alternate is one completed project at a commercial facility producing ammunition propellant in the continental United States.
3. A minimum of one completed construction contract to build steel reinforced, cast-in-place concrete waste handling tank in accordance with ACI 350.R with a value of at least \$500,000 in the continental United States within the last three years.

Notes:

1. Contracts with other Government Agencies do not qualify.
2. Contract Completion is defined as final payment made and accepted with all claims settled.
3. Contracts at private, municipal or other Government industrial facilities, do not qualify, except as noted.
4. Lengthy submittals are not desired. Color photography or other expensive reproduction is not necessary.

5. Limit example projects to no more than the 5 requested above.
6. Submit requested information on 8.5 X 11 inch paper.
7. Limit total project specific information to no more than 10 pages. (First 10 pages only will be reviewed.)
8. It is the contractor's responsibility to provide information sufficient enough to be verified.

C. Banking Information

The required banking information must include the following:

- o Name and address of Bank
- o Point of contact and phone/fax number
- o Account number

BASIS OF AWARD:

1. All blanks must be filled in by the offeror.
2. A single award will be made.
3. Award will be made to the lowest price offer received from a responsible, responsive offeror who is technically acceptable.
4. Technical acceptability will be shown as "GO" OR "NO GO". In order to be determined technically acceptable, the reference projects shall meet or exceed all conditions as listed.
5. Proposals shall be ranked according to price. Technical proposal of the lowest priced offer will be evaluated. Award will be made to that offeror if the technical proposal is evaluated as GO. If the technical proposal is evaluated as "NO GO", the next low proposal will be evaluated and so on until a technically acceptable offer is found.
6. Prior to making award, a preaward survey will be done and the technically acceptable low offeror will be required to show that they have the necessary capital, experience and owns or can procure the necessary equipment to commence work in accordance with the specifications and complete the work safely and satisfactorily within the time specified.

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a

determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002) ALTERNATE I (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (JAN 2004) - ALTERNATE I (MAY 2002)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and FTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or FTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or FTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or FTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or FTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Chief, Contracting Office, Norfolk District, Corps of Engineers, 803 Front Street, Norfolk, VA 23510-1096

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Guy Rhodes

Address: Radford Army Ammunition Plant, Radford, VA

Telephone: (540) 639-7656

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

[Insert date and time]

(c) Participants will meet at--

[Insert location]

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

E4LC02 AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

E4LC04 EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

E4LC05 PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.

c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

E4LC06 INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office the Area Engineer identified in the clause 52.236-27, entitled "SITE VISIT (CONSTRUCTION)."

E4LC08 MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the work for this project is \$500,000 to \$1,000,000.

E4LC09 BASIS OF AWARD

All blanks must be filled in by the bidder. A single award will be made to the lowest responsible, responsive bidder on the basis of the total price bid. Prior to making an award, a pre-award survey will be made and the low bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

E4LC10 UNBALANCED OFFERS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

E4LC13 PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

E4LC20 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

(a) The Government--

(1) Will provide the Contractor, without charge, one set of large-scale reproducible contract drawings and specifications except publications incorporated into the technical provisions by reference; and

(2) Additional sets are available on request from the Defense Printing Service, Norfolk, Virginia, (757) 444-5968. Document sets will be available from Defense Printing Service until 30 days after contract award.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small-scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

SEE INDEX OF DRAWINGS IN DIVISION 1 (SECTION 01850) OF THE SPECIFICATION.

E4LC23 INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

E4LC27 REQUIREMENT FOR "PAYMENT AND PERFORMANCE BONDS" OR "PAYMENT BONDS ONLY"

If the resulting contract is awarded for an amount in excess of \$100,000, the contractor shall be required to provide both payment and performance bonds in accordance with FAR 52.228-15, "Performance and Payment Bonds--Construction." FAR 52.228-15 applies only to those contracts awarded for an amount in excess of \$100,000.

If the resulting contract is awarded for an amount in excess of \$25,000 but no more than \$100,000, the contractor shall not be required to provide a performance bond. The required payment bond shall be provided in accordance with FAR 52.228-13, "Alternative Payment Protections." FAR 52.228-13 applies only to those contracts awarded for an amount in excess of \$25,000 by no more than \$100,000. Neither payment nor performance bonds are required for contracts awarded for an amount less than \$25,000.

E4LC31 SOLICITATION ENVELOPES

Envelopes containing solicitation documents must be sealed and marked with the following information:

SOLICITATION NO.:

BRIEF DESCRIPTION:

CLOSING DATE AND TIME:

E4LC58 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(2) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990 (insert NAICS code).

(2) The small business size standard is \$12 million (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment,

affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

E4LC01 CORPORATE CERTIFICATE

Note: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am
 _____ of the corporation named as Contractor herein, that
 _____, was then the _____ of said
 corporation; that said contract was duly signed for and in behalf of said corporation of authority
 of its governing body, and is within the scope of its corporate powers.

 (Name of Corporation)

(Signature)

(Corporate Seal)

NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE SOLICITATION MUST
FILL OUT AND SIGN THIS FORM.

E4LC01A CERTIFICATE OF AUTHORITY/JOINT VENTURE

The undersigned

(Names of
Firms/Corporations/Partnerships)

do hereby certify that they are the individual partners who
comprise the

partnership of

(Name of Joint Venture)

which firm has its office at

(Address of Joint
Venture)

and that _____, one of the said parties to the Joint Venture, is

hereby authorized to sign contracts between said Joint Venture and the United States

Government and any modifications of such contracts on behalf of and in the name of the said

Joint Venture. In witness thereof the undersigned have executed this instrument this

_____ day of _____ 19____.

X _____ on behalf of

(Individual)
to the Joint Venture)

(Party

(1) _____ (2) _____
(Witness) (Witness)

X _____ on behalf of

(Individual)
to the Joint Venture)

(Party

(1) _____
 (2) _____ (Witness) (Witness)

X _____ on behalf of

 (Individual)
 (Party to the Joint Venture)

(1) _____
 (2) _____ (Witness) (Witness)

NOTE: TWO WITNESSES REQUIRED FOR EACH INDIVIDUAL SIGNATURE.
 IF MORE THAN THREE PARTIES, FORM MAY BE DUPLICATED.

E4LC01B CERTIFICATE OF AUTHORITY

The undersigned:

 (Names of Partners)

do hereby certify that they are the individual partners who
 comprise the partnership of

 (Name of Partnership)

which firm has its office at

 (Address of
 Partnership)

that _____, one of the said
 partners, is hereby
 (Name of Partner)

authorized to sign contracts between said partnership and the
 United States Government

and any modifications of such contracts on behalf of and in the
 name of the said

partnership.

In witness whereof the undersigned have executed this instrument
 this

_____ day of _____ 19__.

WITNESSES :

Name	Address
(1) _____ _____	_____
(Partner)	
(2) _____	_____
(1) _____ _____	_____
(Partner)	
(2) _____	_____
(1) _____ _____	_____
(Partner)	
(2) _____	_____

NOTE: 2 WITNESSES FOR EACH SIGNATURE

E4LC17 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

(a) The Offeror is requested to enter its CAGE code in the space provided below. The CAGE code entered must be for that name and address.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one in accordance with the provisions of DFARS 52.204-7001 in the section of this solicitation entitled "Instructions to Bidders."

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE Code: _ _ _ _ _

() UNKNOWN

E4LC18 CONTRACTOR IDENTIFICATION NUMBER

The offeror is to supply his/her Contractor Identification Number, also known as the Data Universal Numbering System (DUNS) number, in the space provided below:

DUNS: _ _ _ _ _

This number can be obtained by following the instructions in FAR Clause 52.204-0006, which appears in Section L or Section 00100 of this document.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.219-14	Limitations On Subcontracting	DEC 1996
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.236-16	Quantity Surveys	APR 1984
52.236-16	Quantity Surveys	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice

must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365 calendar days after receipt of Notice to Proceed.** * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$475.00 [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the

delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the

reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization,

and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes;
and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is

submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether HUBZone small business concerns were solicited and, if not, why not;
- (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (E) Whether women-owned small business concerns were solicited and, if not, why not; and
- (F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the

purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001).

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-

owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in

whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION. (SEP 2000)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(3) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and

may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually

performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic

Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(4) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post

copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with

specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none,	

insert "None")

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled

Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the

workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an

interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon

request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

- (2) the availability of labor, water, electric power, and roads;
 - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.
- (b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which

the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a

change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any

applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the

Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -
ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any

direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or

that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(5) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(6) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

- (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
 - (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
 - (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
 - (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:
 - (i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.
 - (ii) In addition, the Contractor may establish a program for employee drug testing--
 - (A) When there is a reasonable suspicion that an employee uses illegal drugs; or
 - (B) When an employees has been involved in an accident or unsafe practice;
 - (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
 - (D) As part of a voluntary employee drug testing program.
 - (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
 - (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
 - (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
 - (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.
- (End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

- (a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003)

(a) Definitions. As used in this clause--

(1) Bearing components means the bearing element, retainer, inner race, or outer race.

(2) Miniature and instrument ball bearings means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) Except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as preformed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c)(1) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as components if--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial components manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract if the end item is bearings or bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor shall acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor shall retain records showing compliance with the restriction in paragraph (b) of this clause until 3 years after final payment and shall make the records available upon request of the Contracting Officer.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

- (1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;
- (2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and
- (3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

- (1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and
- (2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.236-7003 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (JAN 1997)

(a) The Government will make payment to the Contractor under the procedures in this clause for mobilization and preparatory work under item no.

(b) Payments will be made for actual payments by the Contractor on work preparatory to commencing actual work on the construction items for which payment is provided under the terms of this contract, as follows--

(1) For construction plant and equipment exceeding \$25,000 in value per unit (as appraised by the Contracting Officer at the work site) acquired for the execution of the work;

(2) Transportation of all plant and equipment to the site;

(3) Material purchased for the prosecution of the contract, but not to be incorporated in the work;

(4) Construction of access roads or railroads, camps, trailer courts, mess halls, dormitories or living quarters, field headquarters facilities, and construction yards;

(5) Personal services; and

(6) Hire of plant.

(c) Requests for payment must include--

(1) An account of the Contractor's actual expenditures;

(2) Supporting documentation, including receipted bills or certified copies of payrolls and freight bills; and

(3) The Contractor's documentation--

(i) Showing that it has acquired the construction plant, equipment, and material free from all encumbrances;

(ii) Agreeing that the construction plant, equipment, and material will not be removed from the site without the written permission of the Contracting Officer; and

(iii) Agreeing that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work, without the written permission of the Contracting Officer.

(d) Upon receiving a request for payment, the Government will make payment, less any prescribed retained percentage, if--

(1) The Contracting Officer finds the--

(i) Construction plant, material, equipment, and the mobilization and preparatory work performed are suitable and necessary to the efficient prosecution of the contract; and

(ii) Preparatory work has been done with proper economy and efficiency.

(2) Payments for construction plant, equipment, material, and structures and facilities prepared or erected for prosecution of the contract work do not exceed--

(i) The Contractor's cost for the work performed less the estimated value upon completion of the contract; and

(ii) 100 percent of the cost to the contractor of any items having no appreciable salvage value; and

(iii) 75 percent of the cost to the contractor of items which do have an appreciable salvage value.

(e) (1) Payments will continue to be made for item no. _____, and all payments will be deducted from the contract price for this item, until the total deductions reduce this item to zero, after which no further payments will be made under this item.

(2) If the total of payments so made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract.

(3) The retained percentage will be paid in accordance with the Payments to Contractor clause of this contract.

(f) The Contracting Officer shall determine the value and suitability of the construction plant, equipment, materials, structures and facilities. The Contracting Officer's determinations are not subject to appeal.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) _____ percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining _____ percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

252.236-7006 COST LIMITATION (JAN 1997)

(a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the

Schedule.

(b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c) Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1) Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.
- (End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

E4LC11	DEPARTMENT OF LABOR WAGE DECISION (CONSTRUCTION)	DEC 2001
E4LC48	DESIGNATION OF ORDERING OFFICER	JAN 2002
E4LC49	DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR	JAN 2002
E4LC57	OVERSIGHT BY DISTRICT COMMANDER	JAN 2002

CLAUSES INCORPORATED BY FULL TEXT

E4LC12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

E4LC 14 PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

E4LC15 LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

E4LC16 ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

E4LC19 YEAR 2000 COMPLIANCE (CONSTRUCTION)

In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract, as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 (Y2K) compliant. Specifically, the contractor shall:

a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

b. Indicate whether each component is currently Y2K compliant or requires an upgrade for compliance prior to government acceptance.

(End of clause)

E4LC22 PARTNERING

In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with affecting this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

E4LC26

SMALL BUSINESS STANDARD FOR DREDGING

- (a) FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATION, provides the SIC Code and small business size standard for dredging.
- (7) Additionally, to be considered small, a firm must perform at least 40% of the yardage with its own dredging equipment or equipment owned by another small dredging firm.

E4LC29 AGENTS

Offers signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of said Agent's authority to act on behalf of its Principal.

E4LC42 CONTRACTOR PLANT IDENTIFICATION

The contractor's company name/logo shall be permanently and prominently affixed to the port and starboard sides of floating plant and to each side of all land vehicles deployed on an assigned project site. All floating plant shall clearly and conspicuously display Coast Guard personnel rating capacities.

E4LC46 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The contractor shall not accept instructions issued by any person, employed by the U.S. Government or otherwise, other than the Contracting Officer or the Authorized Representative of the Contracting Officer acting within the limits of his/her authority as defined in the Designation of Authority letter. A copy of the Designation of Authority letter will be furnished to the contractor at time of contract award.

E4LC59 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the methods identified in Division 1 of the specification.

(b) Weather conditions: See Division 1 of the specification.

(c) Transportation facilities: See Division 1 of the specification.

(d) Other Physical Data: See Division 1 of the specification.

(End of clause)

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-- End of Project Table of Contents --

SECTION 01005

PROJECT WORK REQUIREMENTS AND RESTRICTIONS
07/00

PART 1 GENERAL

1.1 DEFINITIONS

- a. Facility: The facility is Radford Army Ammunition Plant.
- b. CO: Contracting Officer or his authorized representative.

c. Operating Contractor: Alliant TechSystems

1.2 SPECIAL CONTRACTOR REQUIREMENTS

1.2.1 Performance period

The Contractor shall have 180 calendar days to complete the work.

1.2.2 STRUCTURAL DRAWING DIMENSIONS

The building layout, including both horizontal and vertical dimensions, is shown on the Structural sheets contained in the contract drawings. The Contractor shall use the dimensions from the Structural sheets to obtain dimensions for foundation layout and structural features as necessary to prepare all shop drawings and fabricate structural features. There may be some instances where the Contractor shall have to adjust actual dimensions to the submitted items that he will use, to finalize the location of a structural member. Any such adjustments shall be clearly identified on the submitted shop drawings for Government review.

1.3 COOPERATION WITH USING AGENCY AND OTHER CONTRACTORS

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other Contractors. Should there be any conflict between these limits, it shall be brought to the attention of the Contracting Officer(CO)and the CO's decision shall be final. Also, prior to completion of work under this contract, members of the Using Agency may be performing work or occupying facilities on or adjacent to the area. The Contractor shall arrange his plant and shall schedule and perform this work so as to effectively cooperate with all other Contractors and Government agencies.

1.4 PERSONNEL RESTRICTIONS

Personnel are limited to the immediate site areas and shall not enter buildings or facilities not involved in the work. All employees of the Contractor will be subject to all rules and regulations of the Facility which pertain to personnel. The Contractor shall erect fences and signs as specified and be responsible for the restrictions of all personnel. The Contractor's plans for restricting personnel access to the project site shall be submitted for approval as a part of the Safety Plan (Accident Prevention Plan).

1.5 TRANSPORTATION FACILITIES

The Facility is served by an all weather surfaced road network. Road(s) within the Facility proposed to be used by the Contractor shall be subject to prior approval of the Facility authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. The Contractor shall also construct, subject to approval, such temporary haul roads and bridges as may be necessary for conducting his work. Any such temporary construction shall be removed and the affected area restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

1.5.1 Use of Roads

Hard-surfaced roads from U.S. Highways 11 and 460 serve the plant. The movement of all vehicles within the Facility shall be confined to the roads designated and shall comply with traffic regulations within the Facility. The Contractor shall keep all roads clear of all obstructions and free of mud and other foreign materials resulting from operations. The Contractor's vehicles shall at no time follow a vehicle closer than 50 feet, and all vehicles shall pull off the road and come to a complete stop when meeting emergency vehicles, vehicles escorting heavy equipment, or vehicles with flashing lights. When approaching jeep tractor-trailers from the rear, vehicles shall not pass. Facility speed limits and traffic controls shall be observed.

1.5.2 Road Restrictions

The movement of all vehicles within the Facility shall be confined to the roads designated and shall comply with traffic regulations within the Facility. Other roads may be used only with the approval of the CO.

1.5.3 Cleated Vehicles

Cleated vehicles shall not be moved over surfaced roads except at the immediate site of the area where they are to be used.

1.5.4 Road Restrictions

The movement of all vehicles within the Facility shall be confined to the roads designated and shall comply with traffic regulations within the Facility. Other roads may be used only with the approval of the CO.

1.5.5 Rail Service

Railroad shipments may be made by Norfolk Southern Railway directly into Radford Army Ammunition Plant. Such shipments shall be made to Pepper, Virginia.

1.5.6 New River Bridge Limitations

The New River bridge in the Facility has an H-20 live load limit as designated by the American Association of State Highway Officials, and this limit shall not be exceeded. Loads wider than 10-1/2 feet or higher than 16 feet shall not be moved over the bridge without prior approval of the CO.

1.5.7 Loading Limitations

Load limit for all roads within the boundaries of the Facility is 8 tons per axle. The Contractor shall not exceed these limits except by prior written approval of the CO.

1.5.8 Transportation of Personnel Within the Facility

Contractor owned vehicles shall be used to transport workers from the entrance gates to the work sites, be equipped with approved fire extinguisher and first aid kits, and meet all laws and regulations for transporting person(s) on state of Virginia highways. Private owned vehicles shall not be allowed in the Facility area within the security fence. Buses and other approved vehicles used for transport of workers only may be parked overnight inside the gate in the area to be designated at the time of construction.

1.5.9 Vehicle Passes

Only official Contractors' vehicles which are used in the performance of the work will be permitted within the Facility. A vehicle pass will be issued to approved vehicles upon request to the Plant Security Officer. No vehicles shall be allowed to enter the Facility until such permits have been issued.

1.6 COORDINATION IN WORK AREAS

1.6.1 Unoccupied Work Area

The area where the Contractor is scheduled to perform the work will not be occupied during the work, however, the Contractors work activities may affect other area(s) that are occupied. All work shall be in accordance with the Contractor's work plan.

1.6.2 Maintenance of Utilities

Any active utilities, including but not limited to electricity, gas, water, sewer, heating, air conditioning, or any like service, that will require interruption or replacement in any occupied area affected as a result of the Contractors scheduled work activities, shall be temporarily provided by the Contractor at his own expense until the affected service is fully and permanently restored. All temporary method(s) of service replacement the Contractor proposes for use on this contract shall be approved by the CO prior to commencing the work.

1.6.3 Hours of Work

The normal work hours for construction shall be from 7:30 a.m. to 4:00 p.m. , Monday through Friday of each week. Any request to change these hours shall be made in writing to the Contracting Officer at least two calendar days prior to the desired day on which the change is to go into effect. The changed hours shall not go into effect until written permission has been received from the Contracting Officer.

1.6.4 Hot Work Permit

Heat or spark producing devices such as welding machines, power actuated anchoring devices, drills, flares, matches, firearms, ammunitions, cameras, and flashlights shall not be used either inside or outside working areas

until a hot work permit has been issued by the Operating Contractor. Request for hot work permits shall be made in writing to the Contracting Officer not less than five working days prior to the request of the permit. All heat producing devices shall be attended at all times.

1.6.5 Mobile Radio Equipment

The Contractor shall not use any mobile radio equipment within the fenced area of the Facility.

1.6.6 Contaminated Areas

Notice is hereby given that some of the areas in which the work is to be performed may have been used for the processing of explosive materials. The Government does not in any way warrant that the areas are entirely free of all explosives and no representation of any kind whatsoever is made that all explosives have been removed, nor will the Government be liable for any damage to persons or property should any damage be occasioned as a result of any explosive material that may not have been removed. The Contractor will be held responsible for making these facts known to all personnel during the performance of this work.

1.6.7 Security Badge Requirements

All persons performing work on RFAAP must have a security badge. These badges are either temporary visitor badges (two weeks or less) which require an authorized Contractor escort at all times, or a permanent badge (two weeks for more) which permits the wearer to pass in-and-out of the security gates to-and-from his work area without an authorized Contractor escort. Temporary badges are issued for a one-week period and renewable for another one week period, maximum of two weeks. Badges, regardless of type must be turned in to Security upon completion of the work effort/contract. Failure to turn in badges will result in withholding of the Contractor's final payment until all badges have been accounted.

1.6.7.1 Personnel Escort

An authorized Contractor representative must escort all personnel attempting to obtain a badge to Security. The representative shall sign documentation that the employee meets Security criteria and is suitable for a badge to be issued.

1.6.7.2 Non-US Citizens

All persons who are non-US citizens must provide and carry their Green card and written approval from the RFAAP Commanding Officer or ACO Security Officer before a badge can be issued.

1.6.7.3 Pre-Employment Investigation

On Contracts expected to exceed two weeks, the following Pre-Employment Investigation of all Contractor employees shall be accomplished prior to security badges being issued.

a) Contractor shall perform a Pre-Employment Investigation of all employees and subContractor personnel who will work at RFAAP under this contract. Such investigation shall include as a minimum, the following:

- 1) Check of prior work record for a period of one year.

- 2) Check of police records in city or county of residence or with reputable citizens in the community for prior three years (or longer if conditions warrant).
- 3) Any other source of information when deemed necessary or appropriate to determine the applicant's character and reputation reflecting on his eligibility for employment at RFAAP.

- b) An applicant shall not be employed at RFAAP under this order:
 - 1) Who deliberately falsifies, misrepresents, or omits material facts on the job application form;
 - 2) Whose activities indicate he/she is not reliable or trustworthy;
 - 3) Whose actions demonstrate dishonest, immoral, or notoriously disgraceful conduct;
 - 4) Who suffers from chronic alcoholism or habitual use of intoxicants;
 - 5) Who suffers from drug addiction or habitual use of drugs;
 - 6) Where the facts provide reason to believe the applicant would be susceptible to coercion, influence, or pressure which could cause him to act contrary to the interests of the national security or the best interest of the United States Government.
- c) Upon completion of such investigation, the Contractor shall furnish to Security an executed Form DUP-3871, showing name, address, date, and place of birth, citizenship, Social Security number, confirm whether or not the employee has been convicted of a crime and certify that the application of the employee has been investigated and is acceptable for employment at RFAAP.
- d) An applicant who has not received a Pre-Employment Investigation and who is sent to the Security Department for processing will be processed and handled as a visitor. An authorized Contractor escort shall be required for the applicant until the investigation is completed. Upon completion of a favorable investigation, the executed Form DUP 3871 shall be furnished to Security Department for issuance of a permanent badge as noted above. If the investigation report is unfavorable, the Contractor shall deny the temporary employee further access to RFAAP, including temporary badge access.
- e) All Contractor personnel shall comply with the provisions of this clause in the employment of persons for work at RFAAP and shall make available the records with respect to such Pre-Employment Investigations upon request. Failure to comply strictly with the requirements of this clause may constitute grounds for termination of this contract.

1.6.8 Area Entry Permit

The Contractor shall sign Form RA-603 before Contractor employees will be allowed to enter the Plant area within the security fence. This form will be completed by the OC and a copy of the signed form furnished to the CO.

1.6.8.1 Notification Letter

Within 5 calendar days after receipt of Notice to Proceed the Contractor shall forward a letter through the Area Engineer, Southwestern Virginia Area Office, Norfolk District, Corps of Engineers, Radford, Virginia 24141, to the plant security officer (Commander, Radford Army Ammunition Plant, ATTN: SARRA-SS, Radford, Virginia 24141) providing general data about the project. Required information is shown in the following "INITIAL CONTRACTOR REPORT". Significant changes will be reported as they occur and documented as a part of the Daily Report.

INITIAL CONTRACTOR REPORT

- * ON SITE SUPERINTENDENT
- * LOCAL ADDRESS
- * LOCAL TELEPHONE NUMBER
- * WORK AREA/BUILDING
- * BRIEF DESCRIPTION OF WORK
- * NUMBER OF PERSONNEL EMPLOYED ON PROJECT (approx.)
- * LENGTH OF CONTRACT
- * SUBCONTRACTORS
- * NORMAL WORKING HOURS
- * LOCATION OF OFFICE TRAILER(S) ON PLANT (if any)
- * Changes in this information will be reported in the Daily Report of operations as they occur.

1.6.8.2 Daily Report

A daily report shall be provided by the Contractor which shall indicate which employees are working that day and what area/building they will be working in. This report shall be provided to the Security Department, Badge and Decal Section (Building 229), not later than 8:00 a.m. daily. Contractors shall document in the Daily Report and notify the Security Department whenever they have personnel working in an area before or after their regularly established working hours. Any request to work at other than regularly established hours may require using a gate not normally open at that time. The request shall be in writing and will be processed through the plant security office at least 24 hours prior to performance of the work. A copy of the approved request shall be furnished to the Contracting Officer and noted in the Daily Report of operations. The operating Contractor will have its Security Department check work sites periodically to verify the accuracy of the daily reports provided by the Contractor.

1.6.9 Digging Permits

Contractor is responsible for obtaining all digging permits, including associated locating and marking services, in accordance with installation and local requirements, at no additional cost to the Government.

1.7 INTERRUPTIONS OF UTILITIES

1.7.1 Approval

Utility services shall not be interrupted by the Contractor to relocate, make connections, or interrupt for any purpose, without written approval of the CO.

1.7.2 Request

Request for permission to shut down services shall be submitted in writing to the CO not less than 10 calendar days prior to date of proposed interruption. The request shall give the following information:

- a. Nature of Utility (Gas, L.P. or H.P., Water, Elec.)
- b. Size of line and location of shutoff.
- c. Buildings and services affected.
- d. Hours and date of shutoff.
- e. Estimated length of time service will be interrupted.

1.7.3 Service Interruptions

Services shall not be shut off until receipt of approval of the proposed hours and date from the Contracting Officer.

1.7.4 Timely Disconnections

Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or non-work days of the Using Agency without any additional cost to the Government.

1.7.5 Utilities Operation

Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Facility Fire Department shall be notified by the Contractor in writing 72 hours prior to the proposed interruption. The Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay and shall restore service without delay in event of emergency.

1.7.6 Gas

Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.8 PHYSICAL DATA

The physical conditions indicated on the drawings and in the specifications are the result of site visits, surveys and borings. See Section 02315 EARTHWORK for boring logs and data.

1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the

contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

1.9.1 Schedule

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	9	9	6	8	8	9	7	6	5	6	10

1.9.2 Records

Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

1.9.3 Impacted Days

The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the schedule of monthly anticipated adverse weather delays, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clauses entitled "Default (Fixed Price Construction)".

1.10 SITE CONTAMINATION

This site is designated a Category II site and is defined as a current or former industrial site or other hazard producing activity site which is perceived to be a clean location; however, due to former industrial or other activities within or near the site, it has the potential for contamination.

1.10.1 Contamination Removal

In the event that contamination beyond that shown or specified is encountered, the Contracting Officer shall be advised immediately. The contamination shall be removed as directed and replaced with satisfactory material. Payment therefor will be made in conformance with the CHANGES

clause of the CONTRACT CLAUSES.

1.10.2 Compliance Requirements

The Contractor shall comply with applicable Federal, state and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with any hazardous material, substance or waste.

1.10.3 Requirements

The requirements of this clause and any act or failure to act by the Government shall not relieve the Contractor of any responsibility or liability for the safety of Government, Contractor or subContractor personnel or property.

1.11 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subContractors.

1.12 HISTORICAL AND ARCHAEOLOGICAL FINDS

Federal legislation provides for the protection, preservation, and collection of scientific, prehistorical, historical, and archaeological data, including relics and specimens which might otherwise be lost due to alteration of the terrain or building features as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistorical, historical, or archaeological data, the Contractor shall immediately cease work at that location and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils uncovered during excavation operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without permission, injures, destroys, excavates, appropriates, or removes any historical or prehistorical artifact, object of antiquity, or archaeological resource on the public lands of the United States is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

1.13 EQUIPMENT-IN-PLACE LIST:

The Contractor shall maintain a list of equipment installed under the terms

of the contract. In the event that the contract includes more than one building or facility, a list must be maintained for each and delivered to the Contracting Officer upon acceptance of each building or facility. Forms to be used for this purpose shall be obtained from the Area Engineer's Office. The list shall include the following:

- a. Contract number
- b. Description of item
- c. Model number
- d. Serial number
- e. Capacity
- f. Name of manufacturer
- g. Address of manufacturer
- h. Condition of item
- i. Replacement cost
- j. Name of person who checked item

1.14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

1.14.1 Allowable Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subContractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

1.14.2 Rental Costs

Equipment rental costs are allowable, subject to the applicable provisions of the Federal Acquisition Regulations, and shall be substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

1.14.3 Equipment Costs

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate,

complete and current.

1.14.4 Marine Equipment

In determining the ownership expense for marine equipment as described in the Schedule, the average use per year shall be 8 months.

1.15 SUBCONTRACTS AND WORK COORDINATION

Contract Clauses "SUBCONTRACTS", "PERMITS AND RESPONSIBILITIES", and "MATERIAL AND WORKMANSHIP" are supplemented as follows:

- a. Divisions or sections of specifications are not intended to control the Contractor in dividing the work among subContractors, or to limit work performed by any trade.
- b. Contractor shall be responsible for coordination of the work of the trades, subContractors, and materials.
- c. The Government or its representative will not undertake to settle any difference between the Contractor and Contractor's subContractors, or between subContractors.
- d. The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subContractor who, by reason of previous unsatisfactory work on Corps of Engineers projects, or for any other reason is considered by the Contracting Officer to be incompetent or otherwise objectionable.

1.16 CONSTRUCTION MANPOWER AND EQUIPMENT REPORT

The Contractor shall submit executed CENAO Form 987, Construction Manpower and Equipment Report daily. The report shall include manpower and equipment for the general and subContractors. Forms are available from the Contracting Officer.

1.17 PURCHASE ORDERS

To ensure proper expediting of orders the Contractor and his subContractors shall furnish to the Contracting Officer, one copy of each purchase order covering supplies or services required for performance of the work. Each purchase order shall clearly indicate the date of placement, the date delivery is required in order to avoid delay in the scheduled progress of the work, and the date delivery is promised by the supplier or producer. Copies of purchase orders shall be forwarded on the date issued.

1.18 PROFIT

1.18.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20		

Factor	Rate	Weight	Value
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	05		
Assistance by Government	05		
Subcontracting	<u>25</u>		
	100		

1.18.2 Value

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

1.18.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subContractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

1.18.2.2 Relative Difficulty of Work

It the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

1.18.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

1.18.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

1.18.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

1.18.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average.

Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

1.18.2.7 Subcontracting

To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.19 BLASTING

Blasting will not be permitted.

PART 2 PRODUCTS (THIS PART NOT USED)

PART 3 EXECUTION (THIS PART NOT USED)

-- End of Section --

SECTION 01111
SAFETY AND HEALTH REQUIREMENTS
03/98

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements
Manual

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; All other submittals are submitted for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL DESCRIPTIONS:

SD-01 Preconstruction Submittals

Safety and Health Plan; G.

1.3 SAFETY REQUIREMENTS AND ACCIDENT PREVENTION

1.3.1 Standards

The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards, the Corps of Engineers Manual EM 385-1-1, "Safety and Health Requirements Manual," NFPA 101, and state, local, and facility safety requirements.

1.3.2 SAFETY AND HEALTH PLAN

1.3.2.1 Preparation and Implementation

An Accident Prevention Plan (APP) shall be prepared covering onsite work to be performed by the Contractor and all subcontractors, and shall at a minimum address the requirements for an Accident Prevention Plan (APP), as contained in Appendix A, EM 385-1-1. The Safety and Health Manager shall be responsible for the development, implementation and oversight of the APP. The APP shall establish, in detail, the protocols necessary for the anticipation, recognition, evaluation, and control of hazards associated with each task performed. The APP shall address general safety and health requirements and procedures. The level of detail provided in the APP shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial APP is prepared and submitted. Therefore, the APP shall address, in as much detail as possible, anticipated tasks, their related hazards and anticipated control measures.

1.3.2.2 Acceptance and Modifications

Prior to submittal, the APP shall be signed and dated by the Contractor's

Safety and Health Manager and the Site Superintendent. The APP shall be submitted for review at least days prior to the Pework Safety Conference. Deficiencies in the APP will be discussed at the Pework Safety Conference, and the APP shall be revised to correct the deficiencies and resubmitted for acceptance. Onsite work shall not begin until the plan has been accepted. A copy of the written APP shall be maintained onsite. As work proceeds, the APP shall be adapted to new situations and new conditions. Changes and modifications to the accepted APP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, shall bring such hazard to the attention of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Disregard for the provisions of this specification or the accepted APP shall be cause for stopping of work until the matter has been rectified to the satisfaction of the Contracting Officer.

1.3.3 Corps of Engineers Standards

Corps of Engineers Manual EM 385-1-1, referred to in "ACCIDENT PREVENTION" article of Contract Clauses, is hereby supplemented or revised as follows:

1.3.3.1 Conflicts

When a conflict exists between the Corps of Engineers Safety and Health Requirements Manual, other safety requirements, or the contract plans and/or specifications, the most stringent requirement shall prevail. (NAOSA 5 FEB 87).

1.3.4 Front End Loader - Backhoe Machines

1.3.4.1 Non-compliance Safety Check

All front end loader-backhoe machines and other machines, such as tractors that utilize a backhoe attachment, shall be checked for:

- a. Exposed backhoe boom swing foot pedals.
- b. Backhoe boom swing lever which can be reached by a man standing on the ground or on the outrigger support bracket.

1.3.4.2 Correction and Fabrication of Non-compliance Safety Items

Where these conditions exist, guards shall be fabricated to:

- a. Cover over exposed foot pedals to prevent someone from accidentally stepping on them.
- b. Inclose the swing lever so as to preclude operation from the ground or from the outrigger support bracket.

1.3.5 Attendance at Safety Meetings

In order to allow for maximum attendance at weekly tool box meetings and monthly supervisor meetings by Corps of Engineers personnel, the Contractor

shall advise the CO's Office, a minimum of 48 hours before the start of each meeting, of the date, time and location of Safety Meetings.

1.3.5.1 Minutes of Safety Meetings

Minutes shall be prepared by the Contractor and forwarded to the Contracting Officer by close of business the next work day.

1.3.6 Protective Footwear

Protective footwear as defined by American National Standards Institute Z41 shall be worn by all working personnel on site.

1.3.7 Ground Fault Circuit Interrupters (GFCI)

GFCI's are required for work on this contract in accordance with EM 385-1-1. GFCI's are also required when using electric power extension cords.

1.3.8 Safety Indoctrination Certificates

The Contractor shall obtain from each of his employees, prior to his employment at the Radford Army Ammunition Plant, a signed certificate indicating that the employee has read and understands a statement prepared by the Plant Commander setting forth the hazards and restrictions incident to construction operations in buildings used for powder production. The certificates shall be delivered to the CO on the first day the employee is admitted to the Radford Army Ammunition Plant.

PART 2 PRODUCTS (This Part Not Used)

PART 3 EXECUTION (This Part Not Used)

-- End of Section --

MASTER SPECIFICATION FOR MILITARY CONSTRUCTION

SECTION 01200
PROJECT MEETINGS

03/98

PART 1 GENERAL

1.1 SUBMITTALS (Not Applicable)

1.2 PRECONSTRUCTION CONFERENCE

1.2.1 Scheduling

After award of the construction contract and prior to the start of any construction work, the Contracting Officer (CO) will schedule and conduct a preconstruction conference. The Contractor's Project Manager, Superintendent and Quality Control System Manager shall attend this meeting. The Contractor is encouraged to have an officer of his company (Project Manager could be this person) and representation from each of his sub-contractors at the conference. This conference will be held at a location and time as specified by the CO.

1.2.2 Purpose

The purpose of this preconstruction conference is to enable the CO to outline the procedures that will be followed by the Government in its administration of this construction contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, about security requirements, regulations, etc. The CO may invite Using Service personnel and any other Government personnel to attend this conference.

1.2.3 Discussion Items

The following is a list of items for discussion during the preconstruction conference. However, the Contracting Officer may include additional items for discussion as conditions and the work require.

- a. Authority of the Area/Resident Engineer and organization of the Area/Resident office.
- b. Contractor's Progress Schedule.
- c. Correspondence Procedures.
- d. Contractor Labor Standards Provisions.
- e. Contract Modifications and Administrative Procedures.
- f. Contractor's Administrative, Laydown and Storage Areas.
- g. Procedures for Processing Submittals.
- h. Payment Estimate Data and Procedures.

- i. Contractor Utilities.
- j. Security Requirements and Other Regulations, if applicable.
- k. Government Furnished Equipment, if applicable.
- l. Disposition of Salvage Property.
- m. Contractor Insurance Requirements.
- n. Value Engineering Program.
- o. Contractor Performance Evaluation.
- p. As-Built Drawings.
- q. Single Point of Contact for Warranty of Construction.
- r. Turnover of Completed Facilities.

1.3 OTHER MEETINGS

Other meetings are or may be scheduled to be held after the Preconstruction Conference, and such meetings may include the following:

- a. Accident Prevention Safety Plan
- b. Quality Control Plan.
- c. Environmental Protection Plan.
- d. Warranty Management Plan (Post Construction Warranty Conference)

1.4 FACILITY MEETINGS

The Facility may also schedule meetings with the Contractor through the CO during the progress of construction work.

1.5 MINUTES OF MEETINGS

The Government will prepare minutes of the meeting and will provide the Contractor with a signed original for review and concurrence. The minutes shall include all items discussed at the meeting and the Government will make all corrections provided by the Contractor and resubmit the corrected minutes to the Contractor within seven days.

1.6 Warranty Management Plan

The Contractor shall provide a Warranty Management Plan, not less than 30 days prior to the Post-Construction Warranty Conference. As a minimum, include a table, showing the requirements, and attach certificates:

- a. List of warranties provided.
- b. List of equipment, names of manufacturers and suppliers and phone numbers.
- c. Period of warranties and Start Date.

RAAP Part 2 AB-line Sludge Handling System

- d. List of Extended Warranties.
- e. Warranty Certificates.
- f. Single Point of Contact for Warranty of Construction.

PART 2 PRODUCTS (This Part Not Used)

PART 3 EXECUTION (This Part Not Used)

-- End of Section --

SECTION 01310

ADMINISTRATIVE REQUIREMENTS

02/03

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

List of contact personnel; G

1.2 MINIMUM INSURANCE REQUIREMENTS

Procure and maintain during the entire period of performance under this contract the following minimum insurance coverage:

- a. Comprehensive general liability: \$500,000 per occurrence
- b. Automobile liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage
- c. Workmen's compensation as required by Federal and State workers' compensation and occupational disease laws.
- d. Employer's liability coverage of \$100,000, except in States where workers compensation may not be written by private carriers,
- e. Others as required by Virginia.

1.3 SUPERVISION

Have at least one qualified supervisor capable of reading, writing, and conversing fluently in the English language on the job site during working hours. In addition, if a Quality Control (QC) representative is required on the contract, then that individual shall also have fluent English communication skills.

1.4 AVAILABILITY OF CADD DRAWING FILES

After award and upon request, the electronic "Computer-Aided Drafting and Design (CADD)" drawing files will be made available to the Contractor for use in preparation of construction data related to the referenced contract subject to the following terms and conditions.

Data contained on these electronic files shall not be used for any purpose other than as a convenience in the preparation of construction data for the

referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor shall make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor shall, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic CADD drawing files are not construction documents. Differences may exist between the CADD files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic CADD files, nor does it make representation to the compatibility of these files with the Contractors hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished CADD files, the signed and sealed construction documents shall govern. The Contractor is responsible for determining if any conflict exists. Use of these CADD files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project.

If the Contractor uses, duplicates and/or modifies these electronic CADD files for use in producing construction data related to this contract, all previous indicia of ownership (seals, logos, signatures, initials and dates) shall be removed.

1.5 ELECTRONIC MAIL (E-MAIL) ADDRESS

The Contractor shall establish and maintain electronic mail (e-mail) capability along with the capability to open various electronic attachments in Microsoft, Adobe Acrobat, and other similar formats. Within 10 days after contract award, the Contractor shall provide the Contracting Officer a single (only one) e-mail address for electronic communications from the Contracting Officer related to this contract including, but not limited to contract documents, invoice information, request for proposals, and other correspondence. The Contracting Officer may also use email to notify the Contractor of base access conditions when emergency conditions warrant, such as hurricanes, terrorist threats, etc. Multiple email address will not allowed.

It is the Contractor's responsibility to make timely distribution of all Contracting Officer initiated e-mail with its own organization including field office(s). The Contractor shall promptly notify the Contracting Officer, in writing, of any changes to this email address.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

08/01

PART 1 GENERAL

1.1 RESIDENT MANAGEMENT SYSTEM

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become

available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor

32+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.

Connection to the Internet, minimum 28 BPS

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software compatible with MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective

of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies

identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually

or by using the Standard Data Exchange Format (SDEF) (see Section 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be

returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

SECTION 01320

PROJECT SCHEDULE
06/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (1995) Progress, Schedules, and Network
Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.8 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.9 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.10 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the

Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 15 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 25 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration,

Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual

activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request.

The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

SECTION 01330

SUBMITTAL PROCEDURES

09/97

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Preconstruction Submittals

SD-02 Shop Drawings

SD-03 Product Data

SD-04 Samples

SD-05 Design Data

SD-06 Test Reports

SD-07 Certificates

SD-08 Manufacturer's Instructions

SD-10 Operation and Maintenance Data

SD-11 Closeout Submittals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 For Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections

and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.5.1 As-Built Drawings

Payment will be made for as-built drawings required under this contract at the rate established in the bidding schedule. No progress payments will be made on this line item. The full amount of the line item for as-built drawings will be paid upon satisfactory completion and acceptance of the as-built drawings.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

As required by paragraph 3.7.1, all submittals designated for Government Approval shall be submitted within 63 calendar days of notice to proceed. The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required.

3.2.1 Submittal Register File

The Contractor will also be given the submittal register files, containing the computerized ENG Form 4288. These submittal register files will be furnished on a separate diskette.

3.2.2 Submittal Register (RMS)

Upon award, this data will be provided to the contractor on a RMS data disk. Items of information relative to each submittal not included in the draft, and additional submittals not included, shall be supplied by the Contractor using the RMS system. The dates required for the submittal shall be provided through the contractors performance schedule, and entered into RMS using the SDEF disks. Updated submittal register information shall be provided to the Contracting Officer after each schedule update. This information shall be provided via RMS update disks.

3.2.3 Submittal Register Updating

Contractor shall complete the remaining columns and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval with the initial project schedule. The Contractor shall keep the submittal register up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

The scheduled need dates must be recorded on the document for each item for control purposes and all submittals must be tied to the contractor's approved schedule.

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled.

No delay damages or time extensions will be allowed for time lost in late submittals.

For information only submittals shall be furnished to the Government not less than 2 weeks prior to procurement of the material or service and prior to scheduling the quality control preparatory inspection.

Submittals requiring government approval shall be furnished to the Government within 63 days of the contract notice to proceed, except for the submittals, which require on-site construction progress before completion such as SD-06 (Test Reports), SD-09 (Manufacturers Field Reports), SD-10 (Operations and Maintenance Data), and SD-11 (Closeout Submittals). The exceptions shall be identified in the quality control plan and progress

schedule for approval by the Government. Allow 28 calendar days for Government review and approval after receipt of the submittal.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Procedures shall be incorporated into the Quality Control Plan required in section 01451.

The Contractor will submit to the Contracting Officer for approval a minimum of six copies of all GA level submittals. One copy of an FIO submittal will be furnished to the Government. The number of copies of submittals specified in this portion of the contract shall be complied with in lieu of four copies as specified by FAR 52.236-21.

For those contracts requiring Network Analysis System (NAS), the Contractor will schedule on the NAS critical items of equipment submittals and procurement activities which will, or have the potential to, significantly impact project completion. The inclusion or exclusion of critical items shall be subject to the approval of the Contracting Officer. Furnishing the schedule shall not be interpreted as relieving the Contractor of his obligation to comply with all the specification requirements for the items on the schedule. Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. The Contractor shall furnish a list each 30 days of all submittals on which either Government or Contractor's action is past due. He shall also furnish revised due dates in those cases when the original submittal schedule is no longer realistic. This monthly list of delayed items shall also be annotated by the Contractor to show what corrective action he is taking with regard to slippages in submittal schedule which are attributable to actions by him, his subcontractors, or suppliers.

The Contractor shall provide a complete updated submittal register indicating the current status of all submittals when requested by the Contracting Officer in order to assure himself the schedule is being maintained.

The Contractor shall certify that each submittal is correct and in strict conformance with the contract drawings and specifications.

Submittals For Information Only (FIO). All submittals not subject to the approval of the Contracting Officer will be submitted for information purposes only. Where the review authority is designated to the Contractor,

the Contractor is required to sign the certification on ENG Form 4025 in the box beside the remarks block in Section I and sign the approval action block in Section II as the approving authority. These Contractor approved submittals will be used to verify that material received and used in the job is the same as that described and approved and will be used as record copies. All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified by the Contractor and reviewed by the Contracting officer, shall be stored at the site of the work for job site use until all work has been completed and accepted by the Contracting officer. Delegation of this approval authority to Contractor Quality Control does not relieve the Contractor from the obligation to conform to any contract requirement and will not prevent the Contracting Officer from requiring removal and replacement of construction not in contract conformance; nor does it relieve the Contractor from the requirement to furnish "samples" for testing by the Government Laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

Contractor certified drawings would be subject to quality assurance review by the Government at any time during the duration of the contract. No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans and specifications.

Submittals Requiring Government Approval (GA). Where the review authority is designated to the Government, the Contractor is required to sign the certification on ENG Form 4025 in the box beside the remarks block in Section I. The Government will code the items in block h and sign the approval action block in Section II as the approving authority.

Operating and Maintenance Instructions. Six complete sets of instructions containing the manufacturers operating and maintenance instructions for each piece of equipment shall be furnished. Each set shall be permanently bound and shall have a hard cover. One complete set shall be furnished at the time test procedures are submitted. Remaining sets shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: The words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the facility, name of the Contractor, and contract number. Flysheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8 1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include but are not limited to:

- (1) System layout showing piping, valves and controls;
- (2) Approved wiring and control diagrams;
- (3) A control sequence describing startup, operation and shutdown;
- (4) Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide; and
- (5) Manufacturer's bulletins, cuts and descriptive data; parts lists and recommended parts.

The Government will further discuss the submittal procedures at the Pre-Construction Conference.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

3.7.1 Submission of Government Approved Submittals

As soon as practicable after notice to proceed, but not later than 63 calendar days after notice to proceed, the Contractor shall forward to the Contracting Officer all copies of submittals designated for Government approval(G). Submittals shall be as required in the technical sections of this specification, including shop drawings, product data, and samples. Submittal types SD-06 (test Reports), SD-09 (Manufacturers Field Reports), SD-10 (Operations and Maintenance Data), and SD-11 (Closeout Submittals) need not be submitted within this 63 day limit; These submittal types shall be submied by the dates/times established in the specifications.

3.8 FOR INFORMATION ONLY SUBMITTALS

Submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR	
(Firm Name)	
_____	Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).	
SIGNATURE: _____	
TITLE: _____	
DATE: _____	

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION						CONTRACTOR											
Part 2 AB-line Sludge Handling System																	
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE REVIEW NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01111	SD-01 Preconstruction Submittals														
			Safety and Health Plan	1.3.2	G												
		01310	SD-01 Preconstruction Submittals														
			List of contact personnel		G												
		01356	SD-07 Certificates														
			Mill Certificate or Affidavit	2.1.3													
		01525	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.8	G												
			Activity Hazard Analysis (AHA)	1.9	G												
			Crane Critical Lift Plan	1.8.1	G												
			SD-06 Test Reports														
			Reports	1.13													
			Accident Reports	1.13.1													
			Monthly Exposure Reports	1.13.3													
			Regulatory Citations and	1.13.4													
			Violations														
			Crane Reports	1.13.5													
			Certificate of Compliance	1.13.6													
			SD-07 Certificates														
			Confined Space Entry Permit	1.10													
		01560	SD-01 Preconstruction Submittals														
			Preconstruction Survey		G												
			Environmental Protection Plan		G												
			Erosion Control Plan		G												
		01720	SD-02 Shop Drawings														
			As-Built Drawings	3.1.1.1	G												

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION Part 2 AB-line Sludge Handling System						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE REVIEW NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01720	As-Built Drawings	3.1.1.2	G												
			SD-08 Manufacturer's Instructions														
			CADD Operator Qualifications		G												
		01780	SD-02 Shop Drawings														
			As-Built Drawings	1.2.1	G												
			SD-03 Product Data														
			As-Built Record of Equipment and Materials	1.2.2	G												
			Warranty Management Plan	1.3.1	G												
			Warranty Tags	1.3.5													
			Final Cleaning	1.5													
		02220	SD-03 Product Data														
			Work Plan		G												
			SD-07 Certificates														
			Demolition plan	1.9	G												
			Notifications		G												
			Notification of Demolition and Renovation forms		G												
			SD-11 Closeout Submittals														
			Receipts														
		02315	SD-06 Test Reports														
			Testing	3.15	G RE												
			SD-05 Design Data														
			Excavation and Shoring Plans		G RE												
			SD-07 Certificates														
			Testing	3.15	G RE												

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION						CONTRACTOR											
Part 2 AB-line Sludge Handling System																	
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE REVIEW NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02316	SD-06 Test Reports														
			Soils Tests	3.6.1	G RE												
			Displacement of influent and effluent pipes; G, RE	3.6.2													
		02630	SD-02 Shop Drawings														
			Precast concrete structures	2.2.1.1													
			Metal items	2.2.3													
			SD-03 Product Data														
			Polyvinyl chloride (PVC) plastic piping	2.1.3													
			Corrugated plastic piping	2.1.4													
			Clay piping	2.1.1													
			Composite plastic piping	2.1.2													
			SD-04 Samples														
			Pipeline	2.1													
			SD-07 Certificates														
			Pipeline	2.1													
			frames, covers, and gratings	2.2.3.1													
			Precast concrete structures	2.2.1.1													
		02661	SD-02 Shop Drawings														
			Liner system; G														
			SD-03 Product Data														
			Liner; G	2.1													
			Seaming adhesive; G														
			Penetration assemblies														
			SD-08 Manufacturer's Instructions														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION						CONTRACTOR											
Part 2 AB-line Sludge Handling System																	
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						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02661	Liner; G	2.1													
			Seaming adhesive	2.2													
		03300	SD-02 Shop Drawings														
			Reinforcing steel	1.6.1.1	G												
			Control Submittals; G														
			Materials and Methods for Pumping Concretete; G														
			Hot and Cold Weather Concreting	1.6.2.3													
			SD-03 Product Data														
			Cement		G												
			Material Safety Data Sheets	1.6.2.5													
			Materials for curing concrete	2.4.6													
			Admixtures		G												
			Joint sealants	2.4.8													
			Form Ties														
			Joint filler	2.4.7													
			Bar Supports														
			Form Release Agent														
			Waterstops	2.2.1													
			SD-04 Samples														
			Broomed Finish		G												
			SD-05 Design Data														
			mix design	2.3.1	G												
			Grout; G														
			SD-06 Test Reports														
			Concrete mix design	1.6.3.1	G												

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION Part 2 AB-line Sludge Handling System						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		03300	Fly ash	1.6.3.2	G												
			Pozzolan	1.6.3.2	G												
			Ground iron blast-furnace slag	1.6.3.3	G												
			Aggregates	1.6.3.4	G												
			Slump tests; G														
			Compressive Strength Tests; G														
			Temperature tests; G														
			Air Content; G														
			Additional Tests; G														
			Testing Agency; G														
		05500	SD-02 Shop Drawings														
			Angle Frames; G	2.4													
			Floor gratings, installation drawings;G														
			Handrails, installation drawings; angles and plates, installation drawings;		G												
			Bar screen; fabrication and installation drawings		G												
			SD-03 Product Data														
			Floor gratings, installation drawings;G														
			Handrails	2.6													
			Adhesive anchors														
		07920	SD-03 Product Data														
			Sealants	2.1													

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION Part 2 AB-line Sludge Handling System						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		07920	Primers	2.2													
			Bond breakers	2.3													
			Backstops	2.4													
		13401	SD-03 Product Data														
			Measuring equipment														
			components; G														
			Read-out device; G	2.2													
			SD-06 Test Reports														
			Measuring equipment calibration;														
			G														
			Open channel test for flow meter;														
			G														
			Dimensional inspection report														
			SD-08 Manufacturer's Instructions														
			Measuring equipment														
			components; G														
			Submit manufacturer's written														
			recommendation for installation and														
			handling; G														
		16120	SD-03 Product Data														
			Installation Instructions	2.2													
			SD-06 Test Reports														
			Tests, Inspections, and	2.3													
			Verifications														
		16370	SD-02 Shop Drawings														
			Electrical Distribution System		G												

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION Part 2 AB-line Sludge Handling System						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	CLASSIFICATION GOVT OR A/E REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		16370	As-Built Drawings; G														
			SD-03 Product Data														
			Material and Equipment; G														
			General Installation														
			Requirements; G														
			SD-06 Test Reports														
			Factory Tests; G														
			Field Testing; G														
			Operating Tests; G	3.10.5													
			SD-07 Certificates														
			Material and Equipment; G														
			SD-10 Operation and Maintenance														
			Data														
			Electrical Distribution System; G														
		16375	SD-03 Product Data														
			Material and Equipment; G														
			SD-06 Test Reports														
			FIELD TESTING; G	3.6													
			SD-07 Certificates														
			Material and Equipment	2.1													
			SD-10 Operation and Maintenance														
			Data														
			Electrical Distribution System; G														
		16415	SD-03 Product Data														
			Manufacturer's Catalog; G														
		16520	SD-03 Product Data														

CONTRACT NO.

TITLE AND LOCATION

Part 2 AB-line Sludge Handling System

CONTRACTOR

[illegible]

SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES
08/96

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 4439	(2002) Geosynthetics
ASTM D 4491	(1999a) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1996) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999a) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(2002) Identification, Storage, and Handling of Geosynthetic Rolls and Samples

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01560 ENVIRONMENTAL PROTECTION (PROJECT SITE), and the requirements of the National Pollution Discharge Elimination System (NPDES) permit attached to that Section.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Mill Certificate or Affidavit

Certificate attesting that the Contractor has met all specified requirements.

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.4.1 Stabilization Practices

The stabilization practices to be implemented shall include temporary seeding, geotextiles, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, and fill; when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

1.4.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

1.4.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

1.4.2 Structural Practices

Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices. Location and details of installation and construction are shown on the drawings.

1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, and grading). Silt fences shall be installed in the locations indicated on the drawings. Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

1.4.2.2 Diversion Dikes

Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2

feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic. Diversion dikes shall be located as shown on the drawings.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile	ASTM D 4632	100 lbs. min.
Elongation (%)		30 % max.
Trapezoid Tear	ASTM D 4533	55 lbs. min.
Permittivity	ASTM D 4491	0.2 sec-1
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 5 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

2.1.4 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the location of the silt fence. The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

3.2.1 Silt Fence Maintenance

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02315 (EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS).

3.2.2 Diversion Dike Maintenance

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02315 (EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS).

3.3 INSPECTIONS

3.3.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any

storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.3.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.3.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

-- End of Section --

SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

09/03

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ACI INTERNATIONAL (ACI)
P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3700
Fax: 248-848-3701
Internet: <http://www.aci-int.org>

ALUMINUM ASSOCIATION (AA)

900 19th Street N.W., Suite 300
Washington, DC 20006
Ph: 202-862-5100
Fax: 202-862-5164
Internet: <http://www.aluminum.org>

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street, NW, Suite 249
Washington, DC 20001
Ph: 202-624-5800
Fax: 202-624-5806
Internet: <http://www.aashto.org>
E-Mail: info@aaashto.org

AMERICAN HARDBOARD ASSOCIATION (AHA)
1210 West Northwest Highway
Palatine, IL 60067
Ph: 847-934-8800
Fax: 847-934-8803

Internet: <http://www.hardboard.org>
E-mail: aha@hardboard.org

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
One East Wacker Drive, Suite 3100
Chicago, IL 60601-2001
Ph: 312-670-2400
Fax: 312-670-5403
Publications: 800-644-2400
Internet: <http://www.aisc.org>

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1819 L Street, NW, 6th Floor
Washington, DC 20036
Ph: 202-293-8020
Fax: 202-293-9287
E-mail: info@ansi.org
Internet: <http://www.ansi.org/>

Note --- Documents beginning with the letter "S" can be ordered from:

Acoustical Society of America (ASA)
2 Huntington Quadrangle, Suite 1N01
Melville, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377
Internet: <http://asa.aip.org>
E-mail: asa@aip.org

AMERICAN WELDING SOCIETY (AWS)
550 N.W. LeJeune Road
Miami, FL 33126
Ph: 800-443-9353 - 305-443-9353
Fax: 305-443-7559
E-mail: info@aws.org
Internet: <http://www.aws.org>

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)
P.O. Box 5690
Grandbury, TX 76049-0690
Ph: 817-326-6300
Fax: 817-326-6306
E-mail: awpa@itexas.net
Internet: <http://www.awpa.com>

ASME INTERNATIONAL (ASME)
Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
E-mail: infocentral@asme.org
Internet: <http://www.asme.org>

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)
600 North 18th Street
P.O. Box 2641
Birmingham, AL 35291
Ph: 205-257-2530

Fax: 205-257-2540
Internet: <http://www.aeic.org>

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: service@astm.org
Internet: <http://www.astm.org>

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA)
120 Wall Street, 17th Floor
New York, NY 10005
Ph: 212-248-5000
Fax: 212-248-5017
E-mail: iesna@iesna.org
Internet: <http://www.iesna.org>

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
445 Hoes Lane
Piscataway, NJ 08855-1331
Ph: 732-981-0060
Fax: 732-981-1712
Internet: <http://www.ieee.org>
E-mail: customer.services@ieee.org

NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)
8 South Michigan Avenue, Suite 1000
Chicago, IL 60603
Ph: 312-322-0405
Fax: 312-332-0706
Internet: <http://www.naamm.org>
E-mail: naamm@gss.net

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
1300 North 17th Street, Suite 1847
Rosslyn, VA 22209
Ph: 703-841-3200
Fax: 703-841-3300
Internet: <http://www.nema.org/>
E-mail: webmaster@nema.org

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101
Ph: 617-770-3000
Fax: 617-770-0700
Internet: <http://www.nfpa.org>
E-mail: webmaster@nfpa.org

STATE OF VIRGINIA ADMINISTRATIVE CODE (VAC)
Virginia Code Commission
General Assembly Building, 2nd Floor
910 Capitol Street
Richmond, Virginia 23219
Phone: 804-786-3591
Fax: 804-692-0625

Internet: <http://legis.state.va.us/laws/admincode.htm>

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

40 24th Street, 6th Floor
Pittsburgh, PA 15222-4656
Ph: 412-281-2331
Fax: 412-281-9992
Internet: <http://www.sspc.org>

UNDERWRITERS LABORATORIES (UL)

333 Pfingsten Road
Northbrook, IL 60062-2096
Ph: 847-272-8800
Fax: 847-272-8129
Internet: <http://www.ul.com/>
E-mail: northbrook@us.ul.com

U.S. ARMY CORPS OF ENGINEERS (USACE)

Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
E-mail: mtc-info@erdc.usace.army.mil
Internet: <http://www.wes.army.mil/SL/MTC/handbook.htm>

Order Other Documents from:

USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: pubs-army@usace.army.mil
Internet: <http://www.usace.army.mil/publications>
 or <http://www.hnd.usace.army.mil/techinfo/engpubs.htm>

U.S. DEPARTMENT OF AGRICULTURE (USDA)

Order AMS Publications from:
AGRICULTURAL MARKETING SERVICE (AMS)
Seed Regulatory and Testing Branch
801 Summit Crossing Place, Suite C
Gastonia, NC 28054-2193
Ph: 704-810-8870
Fax: 704-852-4189
Internet: <http://www.ams.usda.gov/lsg/seed.htm>
E-mail: seed.ams@usda.gov

Order Other Publications from:

U.S. Department of Agriculture, Rural Utilities Service
14th and Independence Avenue, SW, Room 4028-S
Washington, DC 20250
Ph: 202-720-2791
Fax: 202-720-2166
Internet: <http://www.usda.gov>

U.S. DEPARTMENT OF COMMERCE (DOC)
1401 Constitution Avenue, NW
Washington, DC 20230
Ph: 202-482-4883
Internet: <http://www.commerce.gov/>

Order Publications From:
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6000
Fax: 703-605-6900
E-mail: webmaster@ntis.gov
Internet: <http://www.ntis.gov>

U.S. DEPARTMENT OF DEFENSE (DOD)
Directorate for Public Inquiry and Analysis
Office of the Secretary of Defense (Public Affairs)
Room 3A750 -- The Pentagon
1400 Defense Pentagon
Washington, DC 20301-1400
Ph: 703-428-0711
E-mail: pia@hq.afis.asd.mil
Internet: <http://www.dod.gov>

Order DOD Documents from:
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6000
FAX: 703-605-6900
E-mail: webmaster@ntis.gov
Internet: <http://www.ntis.gov>

Order Military Specifications, Standards and Related Publications
from:
Department of Defense Single Stock Point for (DODSSP)
Defense Automation and Production Service (DAPS)
Building 4D
700 Robbins Avenue
Philadelphia, PA 19111-5098
Ph: 215-697-2179
Fax: 215-697-1462
Internet: <http://www.dodssp.daps.mil>

U.S. GENERAL SERVICES ADMINISTRATION (GSA)
General Services Administration
1800 F Street, NW
Washington, DC 20405
PH: 202-501-1021

Order from:
General Services Administration
Federal Supply Service Bureau
1941 Jefferson Davis Highway
Arlington, VA 22202
PH: 703-605-5400
Internet: <http://apps.fss.gsa.gov/pub/fedspecs/indexcfm>

THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
Internet: <http://www.archives.gov>

Order documents from:
Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402-9325

Ph: 866-512-1800 or 202-512-1800
Fax: 202-512-2250
E-mail: gpoinfo@gpo.gov
Internet: <http://www.gpo.gov>

VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)
1401 East Broad
Richmond, VA 23219
Ph: 804-786-2801
Fax: 804-786-7196
Internet: www.virginiadot.org

VIRGINIA SOIL AND WATER CONSERVATION COMMISSION (VSWCC)
203 Governor Street, Suite 302
Richmond VA 23219
Ph: 804-786-6124
Fax: 804-786-6141
www.dcr.state.va.us

-- End of Section --

SECTION 01451

CONTRACTOR QUALITY CONTROL
04/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2002) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified

deficiencies have been corrected.

- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 14 calendar days prior to the Coordination Meeting.

During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The

Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, or a graduate of construction management, with a minimum of 10 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: electrical, civil, structural, and environmental. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

	Area	Qualifications
a.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b.	Electrical	Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience
c.	Structural	Graduate Structural Engineer with 2 yrs

Experience Matrix

Area	Qualifications
	experience or person with 5 yrs related experience
d. Environmental	Graduate Environmental Engineer with 3 yrs experience
e. Concrete, Pavements and Soils	Materials Technician with 2 yrs experience for the appropriate area

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by Virginia Chapter of Associated Builders Contractors (ABC) 703-968-6205, joanna@abdva.org or mervin@abc.org

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity

analysis with each worker.

- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification

paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken.

- f. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$600.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail: Radford Army Ammunition Plant

For other deliveries: Radford Army Ammunition Plant

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not

conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.11 SAMPLE FORMS

Sample forms enclosed at the end of this section or will be provided by contracting officer.

3.11.1 SECTION 01451 ATTACHMENT NO.1
GUIDE FOR LISTING DEFINABLE FEATURES OF CONSTRUCTION WORK

***** Contractor shall modify this guide to accommodate the project *****

DIVISION 1 - GENERAL REQUIREMENTS

- (a) Special Project procedures to include coordination of work, Project meetings, Submittals and Quality Control
- (b) Administrative Requirements
- (c) Environmental Protection
- (d) Historic Preservation
- (e) Job Conditions

DIVISION 2 - SITE WORK

- (a) Demolition
- (b) Removal and Disposal of Asbestos Materials
- (c) Excavation, Trenching and Backfilling for Utilities Systems to include sewer gravity drainage and water lines
- (d) Clearing and Grubbing, Backfilling for Buildings
- (e) Grading
- (f) Fence, Chain-Link
- (g) Concrete for sidewalks and Curbs
- (h) Drilled Pile Foundation
- (i) Bituminous Paving
- (j) Underground Sprinkler Systems

DIVISION 3 - CONCRETE

- (a) Concrete Materials, Concrete Procedures, Concrete Formwork, Forms, Form Ties and Accessories, Concrete Reinforcement, Concrete Accessories to Include Cast-in-Place Concrete, Specially Placed Concrete, Concrete Finishing, Concrete Curing and Grouting
- (b) Concrete Restoration and Cleaning
- (c) Precast Concrete
- (d) Electrical and Mechanical Inserts
- (e) Testing
- (f) Approval of Samples

DIVISION 4 - MASONRY

- (a) Masonry Procedures, Mortar, Mortar Accessories, Unit Masonry, Cavity Wall Construction to Include Bringing Inner and Outer Wythes Up Simultaneously, Reinforcement, Wall Ties, Flashing, Masonry Restoration and Cleaning
- (b) Acceptance of Sample Panel for Cavity Wall Construction
- (c) Composite Wall Construction
- (d) Acceptance of Sample Panel for Composite Wall Construction
- (e) CMU Partition Wall Construction to Include Prepared Openings for Ducts, Fire Dampers, Door Frames, Lintels and Bond Beams
- (f) Acceptance of CMU Partition Wall Sample Panel
- (g) Insulation and Waterproofing
- (h) Testing

DIVISION 5 - METALS

- (a) Structural Steel Framing To Include Metal Materials and Methods, Metal Fastening, Metal Joints, Welding, Expansion Control and Miscellaneous Metals
- (b) Steel Roof Decking
- (c) High Strength Bolts

DIVISION 6 - WOODS AND PLASTICS

- (a) Rough Carpentry To Include Framing, Prefabricated Structural Wood, Fasteners and Supports, Roof Sheeting, Siding and Sub-Flooring, Insulation and Flashing
- (b) Finish Carpentry To Include Wood Treatment, Finish Flooring, Cabinets and Closets DIVISION

7 - THERMAL AND MOISTURE PROTECTION

- (a) Dampproofing and Waterproofing
- (b) Fireproofing
- (c) Insulation, Flashing and Sheet Metal, Roof Accessories, Sealants, Shingles, Roof Tiles and Membrane Roofing (Built-Up and EPDM)

DIVISION 8 - DOORS AND WINDOWS

- (a) Metal Doors and Frames, Wood and Plastic Doors, Special Doors, Door Opening Assemblies, Metal Windows, Wood and Plastic Windows, Special Windows, Glazing and Miscellaneous Hardware, Caulking

DIVISION 9 - FINISHES

- (a) Ceramic Tile
- (b) Gypsum Wallboard To Include Special Framing, Shaft Wall Framing System, Ceiling and Wall Opening
- (c) Acoustical Treatment to include Metal Suspension System for Acoustical Tile and Lay-In-Panel Ceiling
- (d) Wall Covering
- (e) Carpeting
- (f) Resilient Flooring
- (g) Painting
- (h) Furring (Metal)
- (i) Plastering

DIVISION 10 - SPECIALTIES

- (a) Metal Toilet Partitions
- (b) Raised Floor System
- (c) Movable Partitions
- (d) Wardrobe
- (e) Fire Extinguisher Cabinets
- (f) Toilet Accessories

DIVISION 11 - EQUIPMENT

- (a) Fueling System for Motor Vehicles
- (b) Adjustable Loading Ramps
- (c) Incinerator, Packaged Controlled Air
- (d) Incinerator, Medical Waste, General Purpose, Field Erected
- (e) Food Service Equipment
- (f) Government Furnished Equipment

DIVISION 12 - FURNISHINGS

- (a) Theater Chairs
- (b) Blinds
- (c) Drapes
- (d) Lockers
- (e) Training Equipment
- (f) Furniture and Accessories
- (g) Rugs and Mats
- (h) Fabrics

DIVISION 13 - SPECIAL CONSTRUCTION

- (a) RF Shielding
- (b) Sky Lights
- (c) Swimming Pool
- (d) Energy Monitoring and Control System (EMCS)
- (e) Pre-Engineered Structures
- (f) Liquid and Gas Storage Tanks
- (g) Vaults

DIVISION 14 - CONVEYING SYSTEMS

- (a) Shaft Construction To Include Guides and Guide Rails
- (b) Car Assembly
- (c) Machine Room Layout
- (d) Entrances
- (e) Operating and Signal Devices
- (f) Fire/Emergency Power Operations
- (g) Lighting, Power and Wiring
- (h) Elevator Power Unit
- (i) Acceptance Testing To Include Communications, Safety, Weights, Emergency and Fire Operations, Dispatch System

DIVISION 15 - MECHANICAL

- (a) Insulation to Include:
 - (1) Pipes
 - (2) Ducts
 - (3) Equipment .
 - (4) High Density Inserts, Insulation Protective Shields, Clips or U Bolt Supports for Multiple Pipe Hanger Supports
 - (5) Perimeter Insulation
- (b) Plumbing Systems
 - (1) Waste/Vent Piping To Include: Underground Soil Piping, Above Ground Soil Piping
 - (2) Interior Piping Rough-In To Include: Galvanized Black Iron and Copper Including Drains, Fittings, Valves and Piping Supports
 - (3) Plumbing Fixtures To Include Flush Valves, Faucets and Accessories
 - (4) Cleaning, Balancing and Operational Testing
- (c) Heating systems
 - (1) Equipment and System Accessories
 - (2) Hot Water/Steam Piping Supports
 - (3) Fuel Oil/Gas Piping and Supports
 - (4) System Testing and Balancing
- (d) Air Distribution Systems
 - (1) Equipment and Accessories
 - (2) Duct Work To Include Galvanized, Aluminum, Flexible and Fiberglass, Supports, Dampers, Louvers, Diffusers, Duct Line Supports and Fire-Dampers
- (e) Refrigeration Systems
 - (1) Equipment and Accessories
 - (2) Chilled Water/Condenser Water Piping and Supports
 - (3) Refrigerant Piping and Supports
 - (4) System Testing
- (f) Automatic Temperature Control Systems
 - (1) Equipment and Materials
 - (2) Installation of Materials and Equipment
 - (3) System Testing
- (g) Underground Heat Distribution Systems
 - (1) Manholes
 - (2) Piping and Supports

- (3) Cathodic Protection
- (h) Sprinkler Systems
 - (1) Equipment
 - (2) Piping and Supports
 - (3) Accessories
- (i) Water Treatment Systems
- (j) Welding - Piping Systems

DIVISION 16 - ELECTRICAL

- (a) Exterior Electrical Distribution, Aerial
 - (1) Pole Setting
 - (2) Placement of Crossarms, Pins, Insulators, Pole Line Hardware and Conductors
 - (3) Placement of Fuse Cutouts, Surge Arresters, Reclosers, Potheads, Pole Mounted Transformers to Include Grounding Conductors, Testing and Cable Terminations
- (b) Exterior Electrical Distribution, Underground
 - (1) Duct Line Excavation, Placement of Ducts and Misc. Materials
 - (2) Placement of In Ground Junction or Pull Boxes and Manholes
 - (3) Placement of Duct Bank Concrete Encasement
 - (4) Transformer Pad Placement
 - (5) Mounting of Pad Mounted Transformers
 - (6) Cable Placement to Include Splicing, Fire-Proofing and Cable Terminations
 - (7) Grounding Conductors and Testing
- (c) Electrical Distribution, Interior
 - (1) Wiring Methods to Include Conduit Rough-in, Raceway Boxes, Outlet Boxes, Panelboard Cabinets, Placement of Conductors and Conduit Placement Below the Slab for Slab-On-Grade Construction
 - (2) Wiring Devices, Panelboards, Switch-Boards and Lighting Fixtures
 - (3) Motors and Transformers
 - (4) Testing
- (d) Fire Detection and Alarm System
 - (1) Wiring Methods to Include Conduit, Ground Rods, Detectors, Control Panels, Power Supply, Door Holders, Audible Fire Alarm and Annunciator Panel
 - (2) Testing ---

End of Attachment No.1---

3.11.2 SECTION 01451 ATTACHMENT NO.2
PREPARATORY PHASE CHECKLIST

CONTRACTOR'S NAME (Address)

Contract No.: _____ Date Preparatory
Held: _____

Title: _____
Spec Section: _____

Drawing No(s): _____

Definable Feature of
Work: _____

A. PERSONNEL PRESENT:

	Name	Position	Company
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

(List additional personnel on reverse side)

B. DRAWINGS AND SPECS: I. Has each spec paragraph, contract drawing, and shop drawing been studied? YES _____ NO _____

II. Do all parties have up-to-date drawings and specifications?
YES _____ NO _____

C. SHOP DRAWINGS INVOLVED:

	Transmittal/Item Approval	Code	Contractor or Gov't
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

D. MATERIALS:

I. Are all materials on hand? YES _____ NO _____

II. Have all materials been checked for contract compliance against approved shop drawings? YES _____ NO _____

III. Items not on hand or not in accordance with transmittals (if not on hand, check during initial phase):

1. _____
2. _____
3. _____
4. _____

E. TESTS required in accordance with contract requirements:

Test/Paragraph	Frequency
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

F. ACCIDENT PREVENTION: Has Hazard Analysis been completed?
 YES _____ NO _____ If yes, attach a copy, if no, explain:

G. EQUIPMENT Requiring Operational Check:

1. _____
2. _____
3. _____
4. _____

H. WORKMANSHIP: Have procedures for accomplishing work been reviewed with appropriate people? YES _____ NO _____

I. PREVIOUS WORK: Has all preliminary work been accomplished in accordance with contract requirements and is this feature of work ready to start?
 YES _____ NO _____ Explain any problems:

J. HI-LIGHTING SPECIFIC ITEMS: Hi-light specific items noted during the Preparatory Phase inspection. ie, (Med. Voltage cable shall be hi-pot tested).

K. OTHER COMMENTS: _____

 Quality Control Representative Signature

3.11.3 SECTION 01451 ATTACHMENT NO.3
INITIAL PHASE CHECKLIST

CONTRACTOR'S NAME (Address)

Contract No.: _____

Date Initial Held: _____

Title: _____

Spec Section: _____

Drawing No(s) .: _____

Definable Feature of Work: _____

A. PERSONNEL PRESENT: Name Position Company

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

B. MATERIALS being used are in strict accordance with the contract plans and specifications? YES _____ NO _____ If not, explain:

C. WORKMANSHIP: I. Procedures and/or work methods witnessed are in strict compliance with the requirement of the contract specifications? YES _____ NO _____

If not, explain: _____

II. Workmanship is acceptable? YES _____ NO _____ State area where improvement is needed: _____

D. SAFETY violations and corrective action taken: _____

E. COMMENTS: _____

Quality Control Representative Signature

3.11.4 SECTION 01451 ATTACHMENT NO.4
DAILY CONSTRUCTION QUALITY CONTROL REPORT

(Sample of Typical Contractor Daily Quality Control Report)

CONTRACTORS NAME (Address)

Date _____ Report No. _____ Contract No. DAC() 65-__-C-_____
Project Name and Location of work: _____

Weather:(Clear) (P.Cloudy) (Cloudy) (Rain: __ inches)
(Temp.___min.___max.) Other Weather Conditions _____

1. Contractor (C) or Sub-contractor (S), and Area of Responsibility:

- a. () _____
- b. () _____
- c. () _____
- d. () _____
- e. () _____

2. Equipment Data. (Indicate items of construction equipment, other than hand tools, at the job site and whether or not used):

3. Work Performed Today (Indicate identity of Contractor and Sub-contractors, location , and description of work:

4. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken):

a. Preparatory Phase:_____

b. Initial Phase:_____

c. Follow-up Phase:_____

5. Tests performed as required by plans and specifications and the results:

6. Verbal instructions received (List instructions given by Government personnel on construction deficiencies, retesting required, etc. Include

the name of Government person, time and place instructions given, and action taken to comply:

7. Job Safety (Include deficiencies and corrective action taken:

8. Equipment Data (Indicate items of construction equipment, other than hand tools, at the job site, and whether or not used):

9. Material and equipment items that arrived at the job site. Indicate compliance or non-compliance of these items with approved shop drawings, the contract plans and specifications, and the storage of the item is required prior to the time of installation, indicate how this storage was provided and whether or not it is adequate:

10. Remarks (Cover any conflicts in the plans and specifications, instructions, or delays):

CONTRACTOR'S VERIFICATION: THE ABOVE REPORT IS COMPLETE AND ALL DATA LISTED IS CORRECT. ALL MATERIALS PROVIDED, EQUIPMENT USED, AND WORKMANSHIP FOR THIS REPORTING PERIOD ARE IN COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS EXCEPT AS NOTED ABOVE.

SIGNED _____ CONTRACTOR'S QC SYSTEM MANAGER

SECTION 01451 ATTACHMENT NO.4
DAILY CONSTRUCTION QUALITY CONTROL REPORT (RMS QC)
CONTRACTORS QUALITY CONTROL REPORT (QCR)
DAILY LOG OF CONSTRUCTION - MILITARY REPORT

NUMBER 1 PAGE 1 DATE 29 Feb 00 - Tuesday

PROJECT Sample Project ND RMS, Langley AFB, Virginia
CONTRACT NUMBER DACA65-99-C-XXXX
CONTRACTOR WEATHER No Weather Reported
QC NARRATIVES(S) Activities in Progress: Include comments here. Did anything develop that may lead to a Change Order/Claim? No
Safety Inspection / Safety Meeting: Include meetings here.
Safety: Inspections made, Deficiencies noted): Include safety inspections and safety deficiencies here. Safety: Correction Action taken: Corrective Action Verbal Instructions given by Government: Include instructions here. Were there any Delays in Work Progress today? None.
PREP/INITIAL DATES (Preparatory and initial dates held and advance notice) No preparatory or initial inspections were held today.
ACTIVITY START/FINISH No activities were started or finished today.
QC REQUIREMENTS No QC requirements were completed today.

CONTRACTORS QUALITY CONTROL REPORT (QCR)
DAILY LOG OF CONSTRUCTION - MILITARY REPORT
NUMBER 1 PAGE 2 DATE 29 Feb 00 - Tuesday
PROJECT Sample Project ND RMS, Langley AFB, Virginia
CONTRACT NUMBER DACA65-99-C-XXXX QA/QC
COMMENTS (Describe QC comments issued, report QA and QC comments corrected) No QC comments were issued today.
CONTRACTORS ON SITE (Report contractor's first and/or last date on site) No contractors were reported on site today.
LABOR HOURS No labor hours were reported today.
EQUIPMENT HOURS No equipment hours were reported today.
EQUIPMENT CHECKS No equipment inspections were conducted today.
SAFETY CORRECTIONS (Report corrective actions for safety violations) No outstanding safety violations.
CONTRACTOR CERTIFICATION: On behalf of the contractor, I certify that this report is complete and correct and all equipment and material used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above.
QC REPRESENTATIVE'S SIGNATURE
DATE
SUPERINTENDENT'S INITIALS
DATE

3.11.5 ATTACHMENT NO.5 TEST REPORT

CONTRACTOR'S NAME (Address)
STRUCTURE OR BUILDING _____
CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM OR PART OF SYSTEM
HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS
REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR QUALITY CONTROL INSPECTOR

DATE _____

REMARKS: _____

SECTION 01451 : ATTACHMENT NO. 6
DEFICIENCY TRACKING LOG

Construction Deficiency: _____

Contract No. _____

Safety Deficiency: _____

Project Title: _____

Date Reported _____

Reported By _____

Deficient Work _____

Description of Corrective Action Taken _____

Date Corrected _____

Verified By _____ -- End of Section --

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

02/97

PART 1 GENERAL REQUIREMENTS

1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

1.4 AVAILABILITY AND USE OF UTILITY SERVICES

1.4.1 Payment for Utility Services

The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

1.4.2 Meters and Temporary Connections

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections, distribution lines, and meter bases (Government will provide meters) required to measure the amount of each utility used for the purpose

of determining charges. The Contractor shall notify the Contracting Officer, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Government will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. The Contractor shall not make the final electrical connection.

1.4.3 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed to the Contractor prior to the end of the current fiscal year.

1.4.4 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, the Contractor shall notify the Contracting Officer, in writing, 5 working days before termination is desired. The Government will take a final meter reading, disconnect service, and remove the meters. The Contractor shall then remove all the temporary distribution lines, meter bases, and associated paraphernalia. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

1.4.5 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

1.4.6 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

1.5 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.5.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.5.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be as approved by the Contracting Officer. The signs shall be erected within 15

days after receipt of the notice to proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed from the site.

1.6 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.6.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

1.6.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.7 CONTRACTOR'S TEMPORARY FACILITIES

1.7.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.7.2 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green, so that visibility through the fence is obstructed.

Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the military boundaries. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

1.7.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.7.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

1.7.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.7.6 New Building

In the event a new building is constructed for the temporary project field office, it shall be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. It shall be equipped with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. It shall be provided with a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building shall be

waterproof, shall be supplied with heater, shall have a minimum of two doors, electric lights, a telephone, a battery operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary facilities shall be furnished. The windows and doors shall be screened and the doors provided with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins shall be non-removable. The windows shall be arranged to open and to be securely fastened from the inside. Glass panels in windows shall be protected by bars or heavy mesh screens to prevent easy access to the building through these panels. In warm weather, air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F, shall be furnished. Any new building erected for a temporary field office shall be maintained by the Contractor during the life of the contract and upon completion and acceptance of the work shall become the property of the Contractor and shall be removed from the site. All charges for telephone service for the temporary field office shall be borne by the Contractor, including long distance charges up to a maximum of \$75.00 per month.

1.7.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.8 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

1.9 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

1.10 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.11 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

-- End of Section --

SECTION 01525

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

11/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1 (1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME INTERNATIONAL (ASME)

ASME B30.5 (2000) Mobile and Locomotive Cranes

ASME B30.8 (2000) Floating Cranes and Floating Derricks

ASME B30.22 (2000) Articulating Boom Cranes

THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1910.94 Ventilation

29 CFR 1910.120 Hazardous Waste Operations and Emergency Response

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment

29 CFR 1926 Safety and Health Regulations for Construction

29 CFR 1926.65 Hazardous Waste Operations and Emergency Response

29 CFR 1926.500 Fall Protection

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements Manual

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2002) Portable Fire Extinguishers
NFPA 70	(2002) National Electrical Code
NFPA 241	(2000) Safeguarding Construction, Alteration, and Demolition Operations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

Activity Hazard Analysis (AHA); G

Crane Critical Lift Plan; G

SD-06 Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Regulatory Citations and Violations

Crane Reports

Certificate of Compliance (Crane)

SD-07 Certificates

Confined Space Entry Permit

Submit one copy of each permit attached to each Daily Quality Control Report.

1.3 DEFINITIONS

a. Associate Safety Professional (ASP). An individual who is currently certified by the Board of Certified Safety Professionals.

b. Certified Construction Health & Safety Technician (CHST). An individual who is currently certified by the Board of Certified Safety

Professionals.

c. Certified Safety Professional (CSP). An individual who is currently certified by the Board of Certified Safety Professionals.

d. Certified Safety Trained Supervisor (STS). An individual who is currently certified by the Board of Certified Safety Professionals.

e. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

f. Low-slope roof. A roof having a slope less than or equal to 4 in 12 (vertical to horizontal).

g. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

h. Multi-Employer Work Site (MEWS). A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.

i. Operating Envelope. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).

j. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work;

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

k. Site Safety and Health Officer (SSHO). The superintendent or other qualified or competent person who is responsible for the on-site safety and health required for the project. The Contractor quality control (QC) person can be the SSHO on this project.

l. Steep roof. A roof having a slope greater than 4 in 12 (vertical to horizontal).

m. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and the following federal, state, and local, laws, ordinances, criteria, rules and regulations OSHA and VOSHA. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.5 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The SSHO shall meet the following requirements:

Level 3:

- A minimum of 5 years safety work on similar projects.
- 30-hour OSHA construction safety class or equivalent within the last 5 years.
- An average of at least 24 hours of formal safety training each year for the past 5 years.
- Competent person training as needed.

1.6.1.2 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of EM 385-1-1 who is assigned in writing by the Designated Authority to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

- a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;
- b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;
- c. Perform all required tests and inspections specified in 29 CFR 1910.146 and 29 CFR 1915 Subpart B;

- d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;
- e. Determine ventilation requirements for confined space entries and operations;
- f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,
- g. Maintain records required.

1.6.1.3 Competent Person for the Health Hazard Control and Respiratory Protection Program

Provide a competent person meeting the requirements of EM 385-1-1 who is:

- a. Capable by education, specialized training and/or experience of anticipating, recognizing, and evaluating employee exposure to hazardous chemical, physical and biological agents in accordance with USACE EM 385-1-1, Section 6.
- b. Capable of specifying necessary controls and protective actions to ensure worker health.

1.6.1.4 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Appendix G.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the

superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

a. The Contractor will be informed, in writing, of the date of the preconstruction conference. The purpose of the preconstruction conference is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's APP before the initiation of work.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the AHAs and special plans, program and procedures associated with it).

c. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated activity hazard analyses (AHAs) that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

1.6.3.2 Weekly Safety Meetings

Conduct weekly safety meetings at the project site for all employees. The Contracting Officer will be informed of the meeting in advance and be allowed attendance. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.6.3.3 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be

kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected employees to include a review of the AHA to be implemented.

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan". Where a paragraph or subparagraph element is not applicable to the work to be performed indicate "Not Applicable" next to the heading. Specific requirements for some of the APP elements are described below at paragraph 1.8.1. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer reviews and comments on the Contractor's submitted APP and accepts it when it meets the requirements of the contract provisions.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any unforeseen hazard become evident during the performance of work, the project superintendent shall inform the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site.

The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSS, CHSTs. The duties of each position shall be specified.

b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Health Hazard Control Program. The Contractor shall designate a competent and qualified person to establish and oversee a Health Hazard Control Program in accordance with USACE EM 385-1-1, Section 6. The program shall ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical and biological agents and that necessary controls and protective actions are instituted to ensure health.

e. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of crane hoist's maximum load limit; lifts involving more than one crane or hoist; lifts of personnel; and technically difficult lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks in accordance with USACE EM 385-1-1, paragraph 16.c.18. and submit 15 calendar days prior to on-site work.

f. Alcohol and Drug Abuse Plan

(1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause

subpart 252.223-7004, "Drug Free Work Force."

(2) Description of the on-site prevention program

g. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, rescue and escape equipment and operations, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project.

h. Site Safety, Health and Emergency Response Plan. The safety and health aspects prepared in accordance with Section 01111 (SAFETY AND HEALTH REQUIREMENTS).

i. Site Demolition Plan. The safety and health aspects prepared in accordance with Section 02220, Demolition. Include engineering survey as applicable.

j. Excavation Plan. The safety and health aspects prepared in accordance with Section 02315, Excavation, Filling, Backfilling for Buildings and/or Section 02316, Excavation, Trenching, and Backfilling for Utility Systems.

k. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHA as amendments to the APP. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations.

An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site superintendent, site safety and health officer and competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

1.10 DISPLAY OF SAFETY INFORMATION

Within 2 calendar days after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal:

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency phone numbers.
- c. Copy of the most up-to-date APP.
- d. AHA(s).
- e. OSHA 300A Form.
- f. Confined space entry permit.
- g. A sign indicating the number of hours worked since last lost workday accident.
- h. OSHA Safety and Health Protection-On-The-Job Poster.
- i. Safety and Health Warning Posters.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.13 REPORTS

1.13.1 Accident Reports

a. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 1 calendar day of the accident. The Contracting Officer will provide copies of any required or special forms.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Regulatory Citations and Violations

Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

1.13.5 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

1.13.6 Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. The Contractor shall also certify that

all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). These certifications shall be posted on the crane.

1.14 HOT WORK

Prior to performing "Hot Work" (welding, etc.) or operating other flame-producing devices, a written permit shall be requested from the Fire Division. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity.

a. Oil painting materials (paint, brushes, empty paint cans, etc.), and all flammable liquids shall be removed from the facility at quitting time. All painting materials and flammable liquids shall be stored outside in a suitable metal locker or box and will require re-submittal with non-hazardous materials.

b. Accumulation of trays, paper, shavings, sawdust, boxes and other packing materials shall be removed from the facility at the close of each workday and such material disposed of in the proper containers located away from the facility.

c. The storage of combustible supplies shall be a safe distance from structures.

d. Area outside the facility undergoing work shall be cleaned of trash, paper, or other discarded combustibles at the close of each workday.

e. All portable electric devices (saws, sanders, compressors, extension chord, lights, etc.) shall be disconnected at the close of each workday. When possible, the main electric switch in the facility shall be deactivated.

f. When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency Fire Division phone number. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE DIVISION IMMEDIATELY.

PART 2 PRODUCTS

2.1 CONFINED SPACE SIGNAGE

The Contractor shall provide permanent signs integral to or securely attached to access covers for new permit-required confined spaces. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of one inch in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 5 feet.

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, and other related submittals and activity fire and safety regulations.

3.1.1 Hazardous Material Use

Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If additional material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages at least 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Contracting Officer and the Station Utilities Department to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 FALL HAZARD PROTECTION AND PREVENTION

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and escape procedures.

3.3.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.3.2 Fall Protection Equipment

The Contractor shall enforce use of the fall protection equipment designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is on a surface 1.8 m(6 feet) or more above lower levels. Fall protection systems such as guardrails, personnel fall arrest system, safety nets, etc., are required when working within 1.8m (6 feet) of any leading edge. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.I. and 05.J. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems may be required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. Fall protection must comply with 29 CFR 1926.500, Subpart M and USACE EM 385-1-1.

3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 6 feet. The total fall distance shall always be taken into consideration when attaching a person to a fall arrest system.

3.3.3 Safety Nets

If safety nets are used as the selected fall protection system on the project, they shall be provided at unguarded workplaces, over water, machinery, dangerous operations and leading edge work. Safety nets shall be tested immediately after installation with a drop test of 181.4 kg (400 pounds) and every six months thereafter.

3.3.4 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person in accordance with ANSI Z359.1.

3.3.5 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person as part of a complete fall arrest system (29 CFR 1926.500).

3.4 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.5 EQUIPMENT

3.5.1 Material Handling Equipment

a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.5.2 Weight Handling Equipment

b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

c. The Contractor shall comply with the crane manufacturer's

specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.

d. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes and ASME B30.8 for floating cranes and floating derricks.

e. The presence of Government personnel does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing from contractor employees, federal civilian employees, or military personnel.

f. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.

h. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

i. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.

j. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or crane cabs. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.

k. All employees shall be kept clear of loads about to be lifted and of suspended loads.

l. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.

m. Only Contractor crane operators who have met the requirements of 29 CFR 1910.94, 29 CFR 1910.120, 29 CFR 1926.65, 29 CFR 1926.500, USACE EM 385-1-1, ASME B30.5, and ASME B30.22 and other local and state requirements shall be authorized to operate the crane.

n. The Contractor shall use cribbing when performing lifts on outriggers.

o. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

p. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

q. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.

r. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

s. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

t. The Contractor shall certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.5.3 Equipment and Mechanized Equipment

a. Equipment shall be operated by designated qualified operators. Proof of qualifications shall be kept on the project site for review.

b. Manufacture specifications or owner's manual for the equipment shall be on site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.

c. Equipment and mechanized equipment shall be inspected in accordance with manufacturer's recommendations for safe operation by a competent person prior to being placed into use.

d. Daily checks or tests shall be conducted and documented on equipment and mechanized equipment by designated competent persons.

3.6 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly.

3.6.1 Utility Locations

Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

3.6.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent

construction work is expected to come within three feet of the underground system. Digging within 2 feet of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 100 feet if parallel within 5 feet of the excavation.

3.6.3 Utilities with Concrete Slabs

Utilities located within concrete slabs or pier decks, bridges, and the like are extremely difficult to identify. The location must be coordinated with station utility departments in addition to a private locating service.

Outages on system utilities shall be used in circumstances where concrete chipping, saw cutting, or core drilling is required and utilities are unable to be completely identified.

3.6.4 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data.

Extreme care must be used when excavating near direct burial electric underground cables.

3.6.5 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.7 ELECTRICAL

3.7.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. Insulating blankets, hearing protection, and switching suits may be required, depending on the specific

job and as delineated in the Contractor's AHA.

3.7.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.8 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1 and OSHA 29 CFR 1910.146. Any potential for a hazard in the confined space requires a permit system to be used.

- a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.05 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
- b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
- c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.09, 06.I.10 and 06.I.11 of USACE EM 385-1-1.
- d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.06 of USACE EM 385-1-1.
- f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

3.9 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with OSHA regulations, such as 29 CFR 1910.94, and USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.10 HOUSEKEEPING

3.10.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved

location, however garbage accumulation must be removed each day.

-- End of Section --

SECTION 01560
ENVIRONMENTAL PROTECTION (PROJECT SITE)

03/96

PART 1 GENERAL

1.1 DEFINITIONS

For the purpose of this specification environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, and may affect other species and natural resources of importance to man.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are listed in the text by basic designation only.

THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.94-SUBPART G	Occupational Health and Environmental Control
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
49 CFR 178	Specifications for Packagings

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety and Health Requirements Manual
EP-1165-2-304	Perspective on Flood Plain Regulations for Flood Plain Management (1976)
ER-1165-2-26	Implementation of Executive Order 11988 on Flood Plain Management (March 1984)

STATE OF VIRGINIA ADMINISTRATIVE CODE (VAC)

9VAC25-180	(VPDES) General Permit For Storm Water Discharges From Construction Sites
9VAC25-31	Virginia Pollutant Discharge Elimination

System

VIRGINIA SOIL AND WATER CONSERVATION COMMISSION (VSWCC)

VESCH

Virginia Erosion and Sediment Control
Handbook (1992)

1.3 SUBMITTALS

The contractor shall submit the following in accordance with Section 01330 SUBMITTAL PROCEDURES.

SD-01 Preconstruction Submittals

Preconstruction Survey; G

Prior to commencement of work the Contractor shall perform a preconstruction survey of the project site with the Contracting Officer and take photographs showing existing environmental conditions in and adjacent to the site. A brief report of the results of this survey shall be prepared by the contractor and copies furnished to the Contracting Officer. The contractor shall certify that he has read and understands regulations 29 CFR 1910.94-SUBPART G, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 49 CFR 178, EP-1165-2-304, ER-1165-2-26, 9VAC25-31, 9VAC25-180, and VESCH provide proof that he has performed work in accordance with these regulations.

Environmental Protection Plan; G

The Contractor shall submit for approval within 10 days after Notice to Proceed, and prior to any work on the site, his written Environmental Protection Plan. The Contractor shall meet with the Contracting Officer, to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken. The plan shall demonstrate compliance with 29 CFR 1910.94-SUBPART G, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 49 CFR 178, EM 385-1-1, EP-1165-2-304, ER-1165-2-26, and VESCH.

Erosion Control Plan; G

The contractor shall, within 10 days after the Notice to Proceed, submit an Erosion Control Plan in accordance with VESCH and as otherwise specified for approval of the Contracting Officer, showing the Contractor's scheme for controlling erosion and disposing of wastes. The Erosion Control Plan shall include as a minimum the following items indicating adequate measures to:

- a. Reduce by the greatest extent practicable the area and duration of exposure of readily erodible soils.
- b. Protect the soils by use of temporary vegetation, or seeding and mulch, or by accelerating the establishment of permanent vegetation. Complete and protect segments of work as rapidly as is consistent with construction schedules.
- c. Retard the rate of runoff from the construction site and control disposal of runoff.

d. Sprinkle or apply dust suppressors, or otherwise keep dust within tolerable limits on haul roads and at the site.

e. Borrow areas furnished by the contractor shall be at a location where pollution from the operation can be minimized. Locations should be avoided where pollution would be inevitable.

f. Provide temporary measures for the control of erosion in the event construction operations are suspended for any appreciable length of time.

g. Provide protection against discharge of pollutants such as chemicals, fuel, lubricants, or sewage into any stream.

h. Locate sanitary facilities away from streams, wells, or springs.

1.4 GENERAL REQUIREMENTS

1.4.1 General

The work covered by this section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract. In the event the measures set forth in other Technical Provisions of these specifications and this Section conflict, the most stringent standard shall apply. The control of environmental pollution requires consideration of air, water, and land.

1.4.2 Provisions

Provide and maintain, during the life of the contract, environmental protection.

Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project.

1.4.3 Compliance

The contractor shall comply with Federal, state, and local regulations pertaining to the environmental pollution control and abatement, including but not limited to water, air, land, and noise pollution. All applicable provisions of the Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual" in effect on the date of solicitation, as well as the specific requirements stated elsewhere in the contract specifications shall be strictly observed and enforced.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 NOTIFICATION

The Contracting Officer will notify the contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The contractor shall, after receipt of such notice, immediately take

corrective action. Such notice, when delivered to the contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the contractor unless it was later determined that the contractor was in compliance.

3.2 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the contractor.

3.3 PROTECTION OF WATER RESOURCES

The contractor shall not pollute streams, rivers, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes or other harmful materials. It is the responsibility of the contractor to investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

3.4 INDUSTRIAL POLLUTION HAZARDS

Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations, and dust which poses air pollution hazards shall be controlled as approved to comply with all applicable laws which govern the work.

3.4.1 DUST CONTROL

The contractor shall maintain all work areas free from dust which would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract the contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

3.6 MAINTENANCE OF PERMITS

The Contractor shall immediately provide to the Contracting Officer two copies of any modification, revocation or reissuance of any applicable permit required to complete the work. The Contractor shall provide two copies of all correspondence with Federal, State or Local Government

offices regarding any applicable permit within 5 days. The Contractor shall notify the Contracting Officer in writing at least 5 days prior to any visit to the site by any Federal, State or Local Government office, other than those scheduled by the Contracting Officer, scheduled to observe compliance with applicable permits provided the Contractor receives at least 5 days notice. Otherwise the Contractor shall immediately provide the Contracting Officer written notice of the date, time, office(s) participating and features to be observed by the most expeditious means available.

-- End of Section --

SECTION 01572

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

07/00

PART 1 GENERAL1.1 GOVERNMENT POLICY

Government policy is to apply sound environmental principles in the design, construction and use of facilities. As part of the implementation of that policy the Contractor shall: (1) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

1.2 MANAGEMENT

The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

1.3 PLAN

A waste management plan shall be submitted within 15 days after contract award and prior to initiating any site preparation work. The plan shall include the following:

- a. Name of individuals on the Contractor's staff responsible for waste prevention and management.
- b. Actions that will be taken to reduce solid waste generation.
- c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
- d. Characterization, including estimated types and quantities, of the waste to be generated.
- e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
- f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and

organizations that accept used materials such as materials exchange networks and Habitat for Humanity.

g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified.

h. Identification of materials that cannot be recycled/reused with an explanation or justification.

i. Anticipated net cost savings determined by subtracting Contractor program management costs and the cost of disposal from the revenue generated by sale of the materials and the incineration and/or landfill cost avoidance.

1.4 RECORDS

Records shall be maintained to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. The records shall be made available to the Contracting Officer during construction, and a copy of the records shall be delivered to the Contracting Officer upon completion of the construction.

1.5 COLLECTION

The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials and separated by one of the following methods:

1.5.1 Source Separated Method.

Waste products and materials that are recyclable shall be separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing.

1.5.2 Co-Mingled Method.

Waste products and recyclable materials shall be placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed.

1.5.3 Other Methods.

Other methods proposed by the Contractor may be used when approved by the Contracting Officer.

1.6 DISPOSAL

Except as otherwise specified in other sections of the specifications, disposal shall be in accordance with the following:

1.6.1 Reuse.

First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than

those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

1.6.2 Recycle.

Waste materials not suitable for reuse, but having value as being recyclable, shall be made available for recycling whenever economically feasible.

1.6.3 Waste.

Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

-- End of Section --

Section 01720

AS-BUILT RECORD DRAWINGS AND SHOP DRAWINGS

09/02

PART 1 GENERAL

1.1 AS-BUILT DRAWINGS

The Contractor shall produce the working as-built drawing prints from the design drawings approved by the Government. The working as-built drawing prints shall be kept at the construction site for mark-up by the Contractor to record as as-built conditions. Once approved by the Government, the Contractor shall transfer the information recorded as the working as-built drawings to the final as-built drawings.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; all other submittals shall be submitted for information only. The following shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G

Drawings showing final as-built conditions of the project. The final as-built drawing submittal shall consist of the following:

- a. Two (2) complete copies of AutoCad format drawing files on separate compact discs.
- b. One (1) set of mylars.
- c. Two (2) sets of full size prints.

SD-08 Manufacturer's Instructions

CADD Operator Qualifications; G

Documentation of experience, instruction, and certification used to establish the proficiency of the CADD operator providing the as-built CADD drawing files

1.3 WORKING AS-BUILT DRAWINGS

The working as-built drawing prints and working as-built drawing CADD files shall be revised to show the as-built conditions during the prosecution of the project. Changes from the contract plans which are made in the work or additional information discovered or provided in the course of construction shall be adequately and neatly recorded as changes or additions to the original contract drawings.

1.3.1 Content of Working As-Built Drawings

The working as-built drawings shall include, but not be limited to, the following information:

- a. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 6 inches and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all changes of direction points and all surface or underground components such as valves, manholes, drop inlets, clean outs, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 3 ft depth. The description of exterior utilities includes the actual quantity, size, and material of utility lines.
- b. The location and dimensions or any changes within the building or structure.
- c. Correct grade alignment of roads, structures, or utilities if any changes were made from contract plans.
- d. Correct elevations if changes were made in site grading.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, dimensions of equipment foundations, etc.
- f. The topography and grades of all drainage installed or affected as a part of the project construction
- g. Options: Where the contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built drawings.
- h. Shop drawings containing as-built information shall be incorporated into the working as-built drawings. This additional information may be added to an existing working as-built drawing or may require the addition of a new drawing to the working as-built drawing set.

1.3.2 Quality Control of Working As-Built Drawings

Subject to the approval of the Contracting Officer, a member of the Contractor's Quality Control Organization shall be assigned sole responsibility for the maintenance and currency of working as-built drawings. Any re-assignment of duties concerning the maintenance of the as-built drawings shall be promptly reported to the Contracting Officer.

1.3.3 Withholding for Working As-Built Drawings

The working as-built marked prints shall be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to

submission of each monthly pay estimate. if the Contractor fails to maintain the working as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings and will continue the monthly deduction until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of the updated drawings.

1.4 FINAL AS-BUILT DRAWINGS

The final as-built drawings shall be the final record of construction as installed and completed by the Contractor and as indicated on the working as-built drawings. All changes, variations, and/or required additions to the contract drawings shall be included. In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions. The requirements for these additional drawings shall be the same as for the as-built drawings included in the original submission.

1.4.1 Withholding for Final As-Built Drawings

\$500 of the total amount bid will be withheld from payment to the Contractor until the Final As-Built Drawings have been approved and accepted by the Contracting Officer.

PART 2 PRODUCTS (This Part Not Used)

PART 3 EXECUTION

3.1 WORKING AS-BUILT DRAWINGS

The Contractor shall mark up two (2) sets of paper prints by the red-line process to show the as-built conditions. The as-built marked prints shall be kept current on a weekly basis and available on the jobsite at all times. The Contractor shall maintain current CADD drawing files to reflect all changes recorded on the working as-built drawings.

3.1.1 Review of Working As-Built Drawings

3.1.1.1 Review at 50% Construction Complete

One set of the working as-built drawings, one copy of the working as-built CADD files on compact disc, and one set of prints of the working as-built CADD drawings shall be delivered to the Contracting Officer when construction is 50% complete.

3.1.1.2 Review at Final Inspection

One set of the working as-built drawings, one copy of the working as built CADD files on compact disc, and one set of prints of the working as-built CADD drawings shall be delivered to the Contracting Officer for review and approval 30 days prior to scheduling the final inspection. Final inspection shall not be scheduled by the Contracting Officer until working as-built drawings have been received. After completion of the final inspection, the Government will return the copy of the working as-built drawings for corrections. The Contractor shall complete the corrections and return the working as-built drawings to the Contracting Officer within ten (10) calendar days. Upon approval, the corrected working as-built drawings will be returned to the Contractor for use in preparation of the final as-built drawings.

3.2 FINAL AS-BUILT DRAWINGS

After receipt of the approved as-built working drawings, the Contractor shall revise the CADD drawings to reflect the as-built changes to match the approved working as-built drawings

3.2.1 Submittal of Final As-Built Drawings

The Contractor shall have 30 days after final approval of the working as-built drawings to complete and provide the final as-built drawings submittal.

3.3 COMPUTER AIDED DESIGN AND DRAFTING (CADD) DRAWINGS

All as-built CADD drawings shall meet the requirements of section 01780 CLOSEOUT SUBMITTALS

-- End of Section --

SECTION 01780

CLOSEOUT SUBMITTALS

11/99

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, 2 sets of blue-line prints of the mylars, and one set of the approved working as-built drawings.

SD-03 Product Data

As-Built Record of Equipment and Materials; G

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan; G

One set of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags;

Two record copies of the warranty tags showing the layout and design.

Final Cleaning;

Two copies of the listing of completed final clean-up items.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files,"

"working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes.

Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, etc.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

- (1) Directions in the modification for posting descriptive changes shall be followed.
- (2) A Modification Circle shall be placed at the location of each deletion.
- (3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.
- (4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).
- (5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.
- (6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
- (7) The Modification Circle size shall be 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor

will be furnished AutoCad Release 14 operating system. The electronic files will be supplied on 3-1/2 inch high density floppy disks, compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

- (1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.
- (2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.
- (3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer #63.

c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 10 days for contracts less than \$5 million after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 7 days for contracts less than \$5 million the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 10 days for contracts less than \$5 million of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be

cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.2.1.5 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used
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1.2.3 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after transfer of the completed facility.

1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. A draft list shall be furnished at time of transfer. The final list shall be furnished 30 days after transfer of the completed facility.

1.3 WARRANTY MANAGEMENT

1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty

management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

- a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.
- b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include measuring equipment, transformers, and for all commissioned systems such as lightning protection systems, etc.
- c. A list for each warranted equipment, item, feature of construction or system indicating:
 1. Name of item.
 2. Model and serial numbers.
 3. Location where installed.
 4. Name and phone numbers of manufacturers or suppliers.
 5. Names, addresses and telephone numbers of sources of spare parts.
 6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
 7. Cross-reference to warranty certificates as applicable.
 8. Starting point and duration of warranty period.
 9. Summary of maintenance procedures required to continue the warranty in force.
 10. Cross-reference to specific pertinent Operation and Maintenance manuals.
 11. Organization, names and phone numbers of persons to call for warranty service.
 12. Typical response time and repair time expected for various warranted equipment.
- d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.
- e. Procedure and status of tagging of all equipment covered by extended warranties.
- f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Performance Bond

The Contractor's Performance Bond shall remain effective throughout the construction period.

a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.

c. Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.3.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and backcharge the construction warranty payment item established.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work

within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

Code 3-All work.

1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material_____.
- b. Model number_____.
- c. Serial number_____.
- d. Contract number_____.
- e. Warranty period_____from_____to_____.
- f. Inspector's signature_____.
- g. Construction Contractor_____.
- Address_____.
- Telephone number_____.
- h. Warranty contact_____.
- Address_____.
- Telephone number_____.
- i. Warranty response time priority code_____.

j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

1.4 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

1.5 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Equipment shall be cleaned to a sanitary condition. Debris shall be removed from drainage systems. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SECTION 01850

CONTRACT DRAWINGS

09/02

PART 1 GENERAL

1.1 AVAILABILITY OF CADD DRAWING FILES

After award and upon request, the electronic "Computer-Aided Drafting and Design (CADD)" drawing files will be provided to the Contractor for use in preparation of construction data related to the referenced contract subject to the following terms and conditions.

Data contained on these electronic files shall not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor shall make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor shall, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic CADD drawing files are not construction documents. Differences may exist between the CADD files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic CADD files, nor does it make representation to the compatibility of these files with the Contractors hardware or software.

If the Contractor uses, duplicates and/or modifies these electronic CADD files for use in producing construction data related to this contract, all previous indicia of ownership (seals, logos, signatures, initials and dates) shall be removed.

1.2 CONTRACT DRAWINGS

NORFOLK DISTRICT FILE NUMBER	DRAWING NUMBER	TITLE
RAD 274.0001	T-1	COVER SHEET
RAD 274.0002	T-2	JOB SITE AND ORIENTATION MAP
RAD 274.0003	T-3	ABBREVIATIONS AND LEGENT
RAD 274.0004	T-4	INDEX PLAN
RAD 274.0005	C-131	SETTLING BASIN DIMENSIONAL LAYOUT PLAN
RAD 274.0006	C-132	SETTLING BASIN SITE PLAN
RAD 274.0007	T-331	SETTLING BASIN STORM DRAIN PROFILE
RAD 274.0008	C-502	SETTLING BASIN EROSION AND SEDIMENT CONTROL DETAILS
RAD 274.0009	C-503	SETTLING BASIN DRAINAGE DETAILS
RAD 274.0010	S-001	GENERAL NOTES AND SETTLING BASIN SECTIONS
RAD 274.0011	S-101	SETTLING BASIN 403-1-PLAN
RAD 274.0012	S-301	SETTLING BASIN - SECTIONS
RAD 274.0013	S-302	SETTLING BASIN - SECTIONS
RAD 274.0014	S-501	SETTLING BASIN - TYPICAL DETAILS
RAD 274.0015	S-502	SETTLING BASIN - TYPICAL DETAILS
RAD 274.0016	S-504	MISCELLANEOUS DETAILS
RAD 274.0017	E-101	MISCELLANEOUS DETAILS
RAD 274.0018	E-501	DETAILS
RAD 274.0019	E-502	DETAILS AND DIAGRAMS

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

-- End of Section --

SECTION 02220

DEMOLITION

05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.6 (1990) Safety Requirements for Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements Manual

1.2 GENERAL REQUIREMENTS

Do not begin demolition until authorization is received from the Contracting Officer. Remove rubbish and debris from the project site; do not allow accumulations. The work includes demolition, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from Government property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections. In the interest of conservation, salvage shall be pursued to the maximum extent possible (in accordance with Section 01572 CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT, if applicable; salvaged items and materials shall be disposed of as specified.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Work Plan; G

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in

progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

SD-07 Certificates

Demolition plan; G

Notifications; G

Notification of Demolition and Renovation forms; G

Submit proposed demolition and removal procedures to the Contracting Officer for approval before work is started.

SD-11 Closeout Submittals

Receipts

1.4 REGULATORY AND SAFETY REQUIREMENTS

Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform with ANSI A10.6.

1.5 DUST AND DEBRIS CONTROL

Prevent the spread of dust and debris and avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.6 PROTECTION

1.6.1 Existing Work

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have Contracting Officer approval.

1.6.2 Facilities

Protect electrical services and utilities. Where removal of existing utilities is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical utilities.

1.6.3 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel.

1.7 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.8 RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by the Contracting Officer.

1.9 Required Data

Demolition plan shall include procedures for coordination with other work in progress, a disconnection schedule of utility services, a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.10 Environmental Protection

The work shall comply with the requirements of Section 01560 ENVIRONMENTAL PROTECTION, (PROJECT SITE).

1.11 USE OF EXPLOSIVES

Use of explosives will not be permitted.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

3.1.1 Structures

Existing structures indicated shall be removed completely.

-- End of Section --

SECTION 02315

EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES
NAO ModMaster 01/2003

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(2000) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2216	(1998) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D 2487	(2000) Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(2001) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(2001) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 4318	(2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)

VDOT SPECS	(January 1994) Road and Bridge Specifications
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1.2 DEFINITIONS

1.2.1 Satisfactory Materials

Materials classified by ASTM D 2487 as GW, GP, GM, SW, SP, SM, and SC with less than 20 percent passing the No. 200 sieve, are satisfactory as fill beneath structures. The above listed materials minus SC are satisfactory as backfill for structures. The above listed materials plus GC, CL, ML, CH, and MH are satisfactory in-situ and as fill in general grading areas not controlled by requirements in other specification

sections.

1.2.2 Unsatisfactory Materials

Materials classified by ASTM D 2487 as OL, OH and Pt are unsatisfactory in-situ or as fill. Unsatisfactory materials also include those materials containing roots and other organic matter, trash, debris, frozen materials, stones larger than 3 inches in any dimension, and material which cannot support equipment or be properly compacted due to excess moisture.

1.2.3 Cohesionless and Cohesive Materials

Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are nonplastic.

1.2.4 Degree of Compaction

Degree of compaction required is expressed as a percentage of the maximum density obtained by the appropriate test procedure presented in ASTM D 1557, abbreviated hereinafter as percent laboratory maximum density.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Testing; G, RE.

Copies of all laboratory and field test reports, including calibration curves and results of calibration tests, shall be submitted to the Contracting Officer within 72 hours of the completion of the test. Required soils tests for fill, backfill, and subgrade materials shall be submitted prior to beginning fill and backfill operations.

SD-05 Design Data

Excavation and Shoring Plans; G, RE.

Plans must be prepared by and under the supervision of a Professional Engineer certified by the Commonwealth of Virginia.

SD-07 Certificates

Testing; G, RE.

Qualifications of the commercial testing laboratory.

1.4 SUBSURFACE DATA

The subsoil investigation report from subsurface investigations may be examined at RAAP. The soil boring and test result data are believed to

show the nature of the materials encountered at those specific locations and depths; conditions vary between and below explorations. These data shall be carefully studied by the Contractor, but shall not be implied as fully descriptive and complete. The Contractor shall obtain whatever additional data they deem necessary to properly bid and construct the project in accordance with the drawings and specifications. Proper drainage is required for all excavations and earthwork; dewatering shall be expected for all excavations and utility trenching extending below elevation 1690 feet during dry periods, and at any depth during and after rainy periods. Unstable soil conditions, resulting in delay to construction activity, shall also be expected for earthwork performed during and after rainy periods, and in all excavations and trenches.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Bridging Material

Per Spec Section 02316.

2.1.2 Porous Fill

Per Spec Section 03300.

PART 3 EXECUTION

3.1 CLEARING AND GRUBBING

The areas within lines 5 feet outside of each building and structure line shall be cleared and grubbed of trees, stumps, roots, brush and other vegetation, debris, existing foundations, pavements, utility lines, structures, fences, and other items that would interfere with construction operations. Stumps, logs, roots, and other organic matter shall be completely removed and the resulting depressions shall be filled with satisfactory material, placed and compacted in accordance with paragraph FILLING AND BACKFILLING. Materials removed shall be disposed of outside the limits of Government-controlled property at the Contractor's responsibility

3.2 FIELD SURVEY DATA

The contractor shall provide a field survey of the construction site prior to his starting work. This survey shall be cross sections with the first section starting at the line of no disturbed earth, and subsequent parallel sections surveyed at a maximum horizontal interval of 25 feet. This shall continue until the other line of no disturbed earth is reached. Contractor may survey sections parallel to either axis of the settling basin, and may survey sections at a closer interval than 25 feet, at his option. However, any sections cut shall be repeated for the two conditions described hereinafter.

When the excavation for the settling basin is complete, the contractor shall provide a field survey of the construction site in the excavated condition. This survey shall repeat the sections in the locations for the survey work described hereinbefore. The volume of earthwork excavation shall be calculated using these cross sections by the average end area method. This will be the volume of excavation for which the contractor

shall be paid.

When the backfill and fill for the settling basin is complete, the contractor shall provide a field survey of the construction site in the completed condition. This survey shall repeat the sections in the locations for the survey work described hereinbefore. The volume of earthwork backfill and fill shall be calculated using these cross sections by the average end area method. Subtraction shall be made for aggregate backfill under the settling basin. This will be the volume of backfill and fill for which the contractor shall be paid.

3.3 EXCAVATION

Excavation shall conform to the dimensions and elevations indicated for each structure, and footing except as specified, and shall include trenching for utility systems to a point 5 feet beyond the building line of each structure. Excavation shall extend a sufficient distance from walls and footings to allow for placing and removal of forms. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. Exposed excavation shall be proofrolled with 20 to 25 ton rubber tired roller as directed and in the presence of a Geotechnical Engineer Representative of the approved commercial testing laboratory to test for unsatisfactory material. A report of the tests shall be forwarded to the Contracting Officer. Unsatisfactory material encountered below the grades shown shall be removed and replaced with pre-engineered fill material as directed; payment therefor will be made in conformance with the CHANGES clause of the CONTRACT CLAUSES. When removal of unsatisfactory material is caused by the action or inaction of the Contractor in the performance of the work, the resulting material shall be excavated and replaced with pre-engineered fill material by the Contractor at no additional cost to the Government. Satisfactory material removed below the depths indicated, without specific direction of the Contracting Officer, shall be replaced, at no additional cost to the Government, with pre-engineered fill materials to the indicated excavation grade; except that concrete footings shall be increased in thickness to the bottom of the overdepth excavations. Pre-engineered material shall be placed and compacted as specified in paragraph FILLING AND BACKFILLING. Determination of elevations and measurements of approved overdepth excavation of unsatisfactory material below grades indicated shall be done under the direction of the Contracting Officer. Excavated slopes shall not exceed 1V:1.5H without adequate shoring.

3.4 DRAINAGE AND DEWATERING

3.4.1 Drainage

Surface water shall be directed away from excavation and construction sites to prevent erosion and undermining of foundations. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site, the area immediately surrounding the site, and the area affecting operations at the site shall be continually and effectively drained.

3.4.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of

construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 2 feet below the working level.

3.5 SHORING

Shoring, including sheet piling, shall be furnished and installed as necessary to protect workmen, banks, adjacent paving, structures, and utilities. Shoring, bracing, and sheeting shall be removed as excavations are backfilled, in a manner to prevent caving.

3.6 CLASSIFICATION OF EXCAVATION

Excavation will be unclassified regardless of the nature of material encountered.

3.7 BLASTING

Blasting will not be permitted.

3.8 UTILITY AND DRAIN TRENCHES

Trenches for underground utilities systems and drain lines shall be excavated to the required alignments and depths. The bottoms of trenches shall be graded to secure the required slope and shall be tamped if necessary to provide a firm pipe bed. Recesses shall be excavated to accommodate bells and joints so that pipe will be uniformly supported for the entire length.

3.9 BORROW

Where satisfactory materials are not available in sufficient quantity from required excavations, borrow materials shall be obtained as specified herein. Borrow materials shall be selected to meet requirements and conditions of the particular fill for which it is to be used, and shall be subject to approval. Necessary clearing, grubbing, disposal of debris, and satisfactory drainage of borrow pits shall be performed by the Contractor as incidental operations to the borrow excavation.

3.9.1 Selection

Borrow materials shall be obtained from sources outside the limits of Government-controlled land. The source of borrow material shall be the Contractor's responsibility. Unless otherwise provided in the contract, the Contractor shall obtain from the owners the right to procure material, shall pay all royalties and other charges involved, and shall bear all the expense of developing the sources, including rights-of-way for hauling.

3.9.2 Borrow Pits

Except as otherwise permitted, borrow pits shall be excavated to afford adequate drainage. Overburden and other soil material shall be disposed of or used for special purposes. Borrow pits shall be neatly trimmed after the excavation is completed.

3.10 EXCAVATED MATERIALS

Satisfactory excavated material required for fill or backfill shall be placed in the proper section of the permanent work required under this section or shall be separately stockpiled if it cannot be readily placed. Satisfactory material in excess of that required for the permanent work and all unsatisfactory material shall be disposed of as indicated previously.

3.11 PREPARATION OF SURFACES FOR FILL

Sloped surfaces steeper than 1 vertical to 4 horizontal shall be plowed, stepped, benched, or broken up to create a relatively level surface so that the fill material will bond with the existing material. The ground surface shall be broken up to a minimum depth of 6 inches, pulverized, and compacted to the specified density. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Compaction shall be accomplished by equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Aeration shall include disking, harrowing, mixing, and other methods as may be necessary to achieve the proper moisture content.

3.12 FILLING AND BACKFILLING

Satisfactory materials shall be used in bringing fills and backfills to the lines and grades indicated and for replacing unsatisfactory materials. Materials which are unsatisfactory solely due to excess moisture shall be spread, disked, and aerated prior to placing. Satisfactory materials shall be placed in horizontal layers not exceeding 8 inches in loose thickness, or 6 inches when hand-operated compactors are used. After placing, each layer shall be plowed, disked, or otherwise broken up, moistened or aerated as necessary, thoroughly mixed and compacted as specified. Backfilling shall not begin until construction below finish grade has been approved, underground utilities systems have been inspected, tested and approved, forms removed, and the excavation cleaned of trash and debris. Backfill shall be brought to indicated finish grade. Backfill shall not be placed in wet or frozen areas. Where pipe is coated or wrapped for protection against corrosion, the backfill material up to an elevation 2 feet above sewer lines and 1 foot above other utility lines shall be free from stones larger than 1 inch in any dimension. Heavy equipment for spreading and compacting backfill shall not be operated closer to foundation or retaining walls than a distance equal to the height of backfill above the top of footing; the area remaining shall be compacted in layers not more than 4 inches in compacted thickness with power-driven hand tampers suitable for the material being compacted. Backfill shall be placed carefully around pipes or tanks to avoid damage to coatings, wrappings, or tanks. Backfill shall not be placed against foundation walls prior to 7 days after completion of the walls. As far as practicable, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall. Recompression over underground utilities and heating lines shall be by hand tamping.

Porous fill and bridging material shall be placed in 8" lift and compacted with at least 3 passes of a minimum 7 ton static-weight vibratory roller or by a minimum 500 lb. vibratory plate compactor in areas not accessible by a roller.

3.13 COMPACTION

Each layer of fill, backfill, and prepared subgrade shall be compacted to not less than the percentage of maximum density specified below:

	Percent Laboratory maximum density	
	<u>Cohesive material</u>	<u>Cohesionless material</u>
<u>Fill, subgrade, and backfill</u>		
Under structures, around footings, and in trenches	90	95
Under grassed areas	85	90
Under structures top 6 inches	95	95

Compacted surfaces that are disturbed by the Contractor's operations or adverse weather shall be scarified and recompactd as specified at the Contractor's expense prior to further construction thereon.

3.14 FINAL GRADE OF SURFACES TO SUPPORT CONCRETE

Excavation to final grade shall not be made until just before concrete is to be placed. Structures shall bear on level compacted porous fill. Subgrade which becomes disturbed below indicated grade shall be overexcavated and backfilled, as directed, with VDOT SPECS Size No. 57 or No. 21A stone or approved equivalent at the Contractor's expense.

3.15 TESTING

Testing shall be the responsibility of the Contractor and shall be performed by an approved commercial testing laboratory at no additional cost to the Government. Laboratory tests for moisture-density relations complete with zero air voids curve, gradation, and Atterberg limits shall be made in accordance with the procedures referenced in ASTM D 1557, ASTM D 422, and ASTM D 4318. Field tests for density and moisture content shall be made in accordance with ASTM D 1556 and ASTM D 2216 except that method ASTM D 2922 may be used to supplement tests by method ASTM D 1556. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as described in ASTM D 1556. ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. When soil conditions exist, which produce inconsistent results by the nuclear gauge method D 2922, only method D 1556 shall be used. Where results by Method D 2922 differ from those by Method D 1556, the results by method D 1556 shall govern for contract compliance. In addition to Contractor reporting of test results required by paragraph SUBMITTALS, the testing laboratory shall furnish directly to the Resident Contracting Officer, an information copy of each in-place density test and related moisture and calibration results.

Construction of each subsequent lift or other overlying materials shall not proceed until test results are approved. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, the material shall be removed, replaced and recompacted to meet specification requirements. Tests on recompacted areas shall be performed to determine conformance with specification requirements. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests.

The following tests are required:

- a. A minimum of one moisture-density test shall be performed for each classification of fill material, backfill material, and existing subgrade material.
- b. One Atterberg limits test and one gradation analysis is required for every six field density tests.
- c. A minimum of one sand cone density test is required for every six nuclear gauge field density tests or fraction thereof. Worksheets of sand density and sand cone calibration shall be submitted to the Contracting Officer prior to commencing work and each time a new supply of sand is used.
- d. In the stockpile, excavation, or borrow areas, a minimum of two moisture content tests per day per type of material or source of material being placed during stable weather conditions shall be performed. During unstable weather, tests shall be made as dictated by local conditions and approved by the Contracting Officer. A quart jar sample of each moisture-density test material shall be delivered to the Contracting Officer at the time the test is obtained.
- e. A pint jar sample of each field-density test (coincident with a sand cone density test) material shall be delivered to the Contracting Officer at the time the test is obtained.
- f. Field density tests shall be performed as follows: A minimum of one test per lift per 50 feet of wall length or fraction thereof and one test per lift for each column footing is required for fill material; a minimum of one test per lift per 100 square yards or fraction thereof is required for fill material and a minimum of one test per 100 square yards or fraction thereof is required for compacted ground surfaces prior to filling. Locations of all tests shall be at the direction of the Contracting Officer.

3.16 GRADING

Areas beyond the limits of each structure line shall be constructed true-to-grade, shaped to drain, and shall be maintained free of trash and debris until final inspection has been completed and the work has been accepted.

3.17 PROTECTION

Settlement or washing that occurs in graded, topsoiled, or backfilled areas

prior to acceptance of the work, shall be repaired and grades reestablished to the required elevations and slopes.

-- End of Section --

SECTION 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS
NAO ModMaster 02/2003

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(2000) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2216	(1998) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D 2487	(2000) Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(2001) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(2001) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM INTERNATIONAL (ASTM)

ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
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U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety and Health Requirements Manual
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1.2 DEFINITIONS

1.2.1 Satisfactory Materials

Materials classified by ASTM D 2487 as GW, GP, GM, GC, SW, SP, SM, and SC are satisfactory in-situ and as final backfill. and as final backfill except as noted below. Satisfactory initial backfill material is as

specified in Part 2 - PRODUCTS.

1.2.2 Unsatisfactory Materials

Materials classified by ASTM D 2487 as OL, OH, and Pt are unsatisfactory in-situ and as any kind of fill. Unsatisfactory materials also include those materials containing roots and other organic matter, trash, debris, frozen materials, and stones larger than 3 inches in any dimension.

1.2.3 Cohesionless and Cohesive Materials

Cohesionless materials shall include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are nonplastic.

1.2.4 Unstable Material

Unstable material shall consist of materials too wet to properly support the utility pipe, conduit, or appurtenant structure.

1.2.5 Degree of Compaction

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the appropriate procedure presented in ASTM D 1557, abbreviated hereinafter as percent maximum density.

1.3 SUBSURFACE DATA

The subsoil investigation report from subsurface investigations may be examined at RAAP. The soil boring and test result data are believed to show the nature of the materials encountered at those specific locations and depths; conditions vary between and below explorations. These data shall be carefully studied by the Contractor, but shall not be implied as fully descriptive and complete. The Contractor shall obtain whatever additional data they deem necessary to properly bid and construct the project in accordance with the drawings and specifications. Proper drainage is required for all excavations and earthwork; dewatering shall be expected for all excavations and utility trenching extending below elevation 1690 feet during dry periods, and at any depth during and after rainy periods. Unstable soil conditions, resulting in delay to construction activity, shall also be expected for earthwork performed during and after rainy periods, and in all excavations and trenches.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Soils Tests; G, RE

Copies of all laboratory and field test reports shall be submitted to the Contracting Officer within 72 hours of the completion of

the test. Required soils tests for fill, backfill, and subgrade materials shall be submitted prior to beginning backfill and compaction operations.

Displacement of influent and effluent pipes; G, RE

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Select Granular Material

Select granular material shall consist of well-graded sand, gravel, crushed gravel, crushed stone or crushed slag composed of hard, tough and durable particles, and shall contain not more than 10 percent by weight of material passing a No. 200 mesh sieve and no less than 95 percent by weight passing the 1 inch sieve. The maximum allowable aggregate size shall be 2 inches.

2.1.2 Initial Backfill Material

Initial backfill shall consist of select granular material or satisfactory materials free from rocks 2 inches or larger in any dimension or free from rocks of such size as recommended by the pipe manufacturer, whichever is smaller.

2.1.3 BRIDGING MATERIAL

Bridging material shall be clean gravel or sandy gravel meeting VDOT Size No. 3 or No. 2, or approved equivalent.

2.2 PLASTIC MARKING TAPE

PART 3 EXECUTION

3.1 DRAINAGE AND DEWATERING

3.1.1 Drainage

Surface water shall be directed away from excavation and construction sites so as to prevent erosion and undermining of foundations. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site and area immediately surrounding the site and affecting operations at the site shall be continually and effectively drained.

3.1.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in-situ material. While the excavation is open, the water level shall be maintained continuously below the working level.

3.2 EXCAVATION

Excavation shall be performed to the lines and grades indicated. During excavation, material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench equal to 1/2 the depth of the excavation, but in no instance closer than 2 feet. Excavated material not required or not satisfactory for backfill shall be removed from Government property. Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating shall be removed to maintain the stability of the bottom and sides of the excavation. Unauthorized overexcavation shall be backfilled in accordance with paragraph BACKFILLING AND COMPACTION at no additional cost to the Government.

3.2.1 Trench Excavation Requirements

The trench shall be excavated as recommended by the manufacturer of the pipe to be installed. Trench walls below the top of the pipe shall be sloped, or made vertical, and of such width as recommended in the manufacturer's installation manual. Where no manufacturer's installation manual is available, trench walls shall be made vertical. Trench walls more than 4 feet high shall be shored, cut back to a stable slope, or provided with equivalent means of protection for personnel who may be exposed to moving ground or cave in, in accordance with EM 385-1-1. Trench walls which are cut back shall be excavated to at least the angle of repose of the soil, as determined by the Contractor's qualified engineer. Special attention shall be given to slopes which may be adversely affected by weather or moisture content. The trench width below the top of pipe shall not exceed 24 inches plus pipe outside diameter (O.D.) for pipes of less than 24 inches inside diameter and shall not exceed 36 inches plus pipe outside diameter for sizes larger than 24 inches inside diameter. Where recommended trench widths are exceeded, redesign, stronger pipe, or special installation procedures shall be utilized by the Contractor. The cost of redesign, stronger pipe, or special installation procedures shall be borne by the Contractor without any additional cost to the Government.

3.2.1.1 Bottom Preparation

The bottoms of trenches shall be accurately graded to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of 2 inches or greater in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed to avoid point bearing.

3.2.1.2 Removal of Unyielding Material

Where unyielding material is encountered in the bottom of the trench, such material shall be removed 4 inches below the required grade and replaced with suitable materials as provided in paragraph BACKFILLING AND COMPACTION. Payment therefore will be in conformance with the CHANGES clause of the CONTRACT CLAUSES.

3.2.1.3 Removal of Unsatisfactory and Unstable Materials

Where unsatisfactory or unstable material is encountered in the bottom of the trench, such material shall be removed to the depth directed and

replaced to the proper grade with suitable material as provided in paragraph BACKFILLING AND COMPACTION. Payment therefore will be in conformance with the CHANGES clause of the CONTRACT CLAUSES. When removal of unstable material is required due to action or inaction of the Contractor in his performance of the work, the resulting material shall be excavated and replaced by the Contractor, as described by this paragraph, without additional cost to the Government.

3.2.1.4 Excavation for Appurtenances

Excavation for manholes, catch-basins, inlets, or similar structures shall be sufficient to leave at least 12 inches clear between the outer structure surfaces and the face of the excavation or support members. Removal of unstable material shall be as specified above. When concrete or masonry is to be placed in an excavated area, special care shall be taken not to disturb the bottom of the excavation. Excavation to the final grade level shall not be made until just before the concrete is to be placed.

3.2.1.5 Jacking, Boring, and Tunneling

Unless otherwise indicated, excavation shall be by open cut.

3.2.2 Stockpiles

Stockpiles of satisfactory and unsatisfactory shall be placed and graded as specified. Stockpiles shall be kept in a neat and well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared, grubbed, and sealed by rubber-tired equipment, excavated satisfactory and unsatisfactory materials shall be separately stockpiled. Stockpiles of satisfactory materials shall be protected from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, such material shall be removed and replaced with satisfactory material from approved sources at no additional cost to the Government. Locations of stockpiles of satisfactory materials shall be subject to prior approval of the Contracting Officer.

3.3 BORROW

Where satisfactory materials are not available in sufficient quantity from required excavations, borrow materials shall be obtained as specified in Section 02315 EXCAVATION, FILLING, AND BACKFILLING FOR STRUCTURES.

3.3.1 Selection

Borrow materials shall be obtained from sources outside the limits of Government-controlled land. The source of borrow material shall be the Contractor's responsibility. Unless otherwise provided in the contract, the Contractor shall obtain from the owners the right to procure material, shall pay all royalties and other charges involved, and shall bear all the expense of developing the sources, including rights-of-way for hauling.

3.4 BACKFILLING AND COMPACTION

Backfill material shall consist of satisfactory material, select granular material, or initial backfill material as required. Before placing, material shall be moistened or aerated, including material which is unsatisfactory due solely to excess moisture, as necessary to obtain specified compaction. Backfill shall be placed in layers not exceeding 6

inches loose thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines, unless otherwise specified. Each layer shall be compacted to at least 95 percent maximum density for cohesionless soils and 90 percent maximum density for cohesive soils, unless otherwise specified. Water flooding or jetting methods of compaction shall not be used.

3.4.1 Trench Backfill

Trenches shall be backfilled to the grade shown.

3.4.1.1 Replacement of Unyielding and Unsatisfactory Material

Unyielding or unsatisfactory materials removed from the bottom of the trench shall be replaced with satisfactory material or initial backfill material, as directed, and placed as specified for backfill.

3.4.1.2 Replacement of Unstable Material

Unstable material removed from the bottom of the trench or excavation shall be replaced with select granular material or approved bridging material placed in layers between 8 and 12 inches loose thickness and compacted as directed. Care shall be taken not to over compact and pump up moisture, or otherwise weaken the underlying material.

3.4.1.3 Bedding and Initial Backfill

Bedding shall be select granular material of the thickness shown or thicker as required by the pipe manufacturer. Initial backfill material shall be placed and compacted with approved tampers to a height of at least one foot above the utility pipe or conduit. The backfill shall be brought up evenly on both sides of the pipe for the full length of the pipe. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe.

3.4.1.4 Final Backfill

The remainder of the trench, except for special materials for roadways, shall be filled with satisfactory material. Backfill material shall be placed and compacted as follows:

- a. Roadways: Backfill shall be placed up to the elevation at which the requirements in Section 02315 EARTHWORK control.
- b. Turfed or Seeded Areas and Miscellaneous Areas: Backfill shall be deposited in layers of a maximum of 12 inch loose thickness, and compacted to 85 percent maximum density for cohesive soils and 90 percent maximum density for cohesionless soils. This requirement shall also apply to all other areas not specifically designated above.

3.4.2 Backfill for Appurtenances

After the manhole, catchbasin, inlet, or similar structure has been constructed, backfill shall be placed in such a manner that the structure will not be damaged by the shock of falling earth. The backfill material shall be deposited and compacted as specified for final backfill, and shall be brought up evenly on all sides of the structure to prevent eccentric loading and excessive stress.

3.5 SPECIAL REQUIREMENTS

Special requirements for both excavation and backfill relating to the specific utilities are as follows:

3.5.1 Electrical Distribution System

Direct burial cable and conduit or duct line shall have a minimum cover of 24 inches from the finished grade, unless otherwise indicated. Special trenching requirements for direct-burial electrical cables and conduits are specified in Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

3.6 TESTING

Testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government.

3.6.1 Soils Tests

Soils testing shall be the responsibility of the contractor and shall be performed by an approved commercial testing laboratory. No work requiring testing will be permitted until the facilities have been approved by the Contracting Officer. Laboratory tests for moisture-density relations complete with zero air voids curve, gradation, and Atterberg limits shall be made in accordance with the procedures referenced in ASTM D 1557, ASTM D 422, and ASTM D 4318. Field tests for density and moisture content shall be made in accordance with ASTM D 1556 and ASTM D 2216 except that method ASTM D 2922 may be used to supplement tests by method ASTM D 1556. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as described in ASTM D 1556. ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in ASTM D 3017. The calibration checks of both the density and moisture gauges shall be made at the beginning of a job, on each different type of material encountered, at intervals as directed by the Contracting Officer. Copies of calibration curves, results of calibration tests, and field and laboratory density tests shall be furnished to the Contracting Officer. When soil conditions exist, such as the presence of mica, which produce inconsistent results by the nuclear gauge method D 2922, only method D 1556 shall be used. Where results by Method D 2922 differ from those by Method D 1556, the results by method D 1556 shall govern for contract compliance. In addition to Contractor reporting of test results required by paragraph SUBMITTALS, the testing laboratory shall furnish directly to the Resident Contracting Officer, an information copy of each in-place density test and related moisture and calibration results. Construction of each subsequent lift or other overlying materials shall not proceed until test results are approved. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, the material shall be removed, replaced and recompact to meet specification requirements. Tests on recompact areas shall be performed to determine conformance with specification requirements. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests.

The following test are required:

- a. A minimum of one moisture-density test shall be performed for each classification of fill material, backfill material, and existing subgrade material.
- b. One Atterberg limits test and one gradation analysis is required for every six field density tests.
- c. A minimum of one sand cone density test is required for every six nuclear gauge field density tests or fraction thereof. Worksheets of sand density and sand cone calibration shall be submitted to the Contracting Officer prior to commencing work and each time a new supply of sand is used.
- d. In the stockpile, excavation, or borrow areas, a minimum of two moisture content tests per day per type of material or source of material being placed during stable weather conditions shall be performed. During unstable weather, tests shall be made as dictated by local conditions and approved by the Contracting Officer. A quart jar sample of each moisture-density test material shall be delivered to the Contracting Officer at the time the test is obtained.
- e. A pint jar sample of each field-density test (coincident with a sand cone density test) material shall be delivered to the Contracting Officer at the time the test is obtained.
- f. Field density tests shall be performed as follows: a minimum of one test per lift per 100 linear feet of trench or fraction thereof is required for fill material. Locations of all tests shall be at the direction of the Contracting Officer.

3.6.2 Displacement of influent and effluent pipes; G, RE

After other required tests have been performed and the trench backfill compacted to the finished grade surface, the pipe shall be inspected to determine whether significant displacement has occurred. This inspection shall be conducted in the presence of the Contracting Officer. Pipe sizes larger than 36 inches shall be entered and examined, while smaller diameter pipe shall be inspected by shining a light or laser between manholes or manhole locations, or by the use of television cameras passed through the pipe. If, in the judgement of the Contracting Officer, the interior of the pipe shows poor alignment or any other defects that would cause improper functioning of the system, the defects shall be remedied as directed at no additional cost to the Government.

-- End of Section --

SECTION 02630

STORM DRAINAGE AND INFLUENT/EFFLUENT SYSTEM

09/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 198 (1994) Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

AASHTO M 252 (1994) Corrugated Polyethylene Drainage Tubing

ASTM INTERNATIONAL (ASTM)

ASTM A 497 (2001) Steel Welded Wire Reinforcement, Deformed, for Concrete

ASTM A 615/A 615M (2001b) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM A 653/A 653M (2002a) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

ASTM C 139 (2001) Concrete Masonry Units for Construction of Catch Basins and Manholes

ASTM C 270 (2002) Mortar for Unit Masonry

ASTM C 32 (1993; R 1999e1) Sewer and Manhole Brick (Made from Clay or Shale)

ASTM C 425 (2002) Compression Joints for Vitrified Clay Pipe and Fittings

ASTM C 443 (2002) Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

ASTM C 476 (2002) Grout for Masonry

ASTM C 478 (2002a) Precast Reinforced Concrete Manhole Sections

ASTM C 62 (2001) Building Brick (Solid Masonry Units Made from Clay or Shale)

ASTM C 700 (2002) Vitrified Clay Pipe, Extra

	Strength, Standard Strength, and Perforated
ASTM C 923	(2002) Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals
ASTM D 2321	(2000) Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D 2564	(2002) Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 2680	(2001) Acrylonitrile-Butadiene-Styrene (ABS) and Poly(Vinyl Chloride) (PVC) Composite Sewer Piping
ASTM D 2855	(1996; R 2002) Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings
ASTM D 3034	(2000) Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	(1996a) Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D 4101	(2002a) Propylene Injection and Extrusion Materials
ASTM F 402	(1993; R 1999) Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings
ASTM F 477	(2002e1) Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 794	(2001) Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F 949	(2001a) Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.27	Fixed Ladders
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U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS A-A-60005	(Basic) Frames.Covers, Gratings, Steps, Sump and Catch Basin, Manhole
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1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-02 Shop Drawings

Precast concrete structures

Metal items

SD-03 Product Data

Polyvinyl chloride (PVC) plastic piping including fittings and jointing materials

Corrugated plastic piping including fittings and jointing materials

Clay piping including, fittings, and jointing materials.

Composite plastic piping including fittings and jointing materials.

SD-04 Samples

Pipeline materials

SD-07 Certificates

Pipeline and fittings, including factory-applied linings and joint materials

Cast-iron frames, covers, and gratings

Precast concrete structures

Submit certificates attesting that tests set forth in each applicable referenced publication have been performed, whether specified in that publication to be mandatory or otherwise and that production control tests have been performed at the frequency or intervals specified in the publication. Other tests shall have been performed within 3 years of the date of submittal of certificates on the same type, class, grade, and size of material as is being provided for the project.

1.3 DELIVERY, STORAGE, AND HANDLING

1.3.1 Delivery and Storage

1.3.1.1 Piping

Inspect materials delivered to site for damage; store with minimum of handling. Store plastic piping and jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

1.3.1.2 Metal Items

Check upon arrival; identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and

not causing excessive rusting or coating with grease or other objectionable materials.

1.3.2 Handling

Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Carry, do not drag pipe to trench.

PART 2 PRODUCTS

2.1 PIPELINE MATERIALS

2.1.1 Clay Piping

2.1.1.1 Clay Pipe and Fittings

ASTM C 700, bell-and-spigot piping only.

2.1.1.2 Jointing Materials for Clay Piping

ASTM C 425.

2.1.2 Composite plastic piping

2.1.2.1 ABS Composite Plastic Pipe and Fittings

Acrylonitrile-Butadiene Styrene (ABS) or Poly(Vinyl Chloride) (PVC) composite pipe and fittings, ASTM D 2680.

2.1.2.2 Jointing Materials for ABS Composite Plastic Piping

ASTM D 2680 solvent cement and primer or ASTM D 3212 elastomeric gasket joints. Ends of pipe and fittings shall be suitable for either Type SC or Type OR joints.

2.1.3 Polyvinyl Chloride (PVC) Plastic Piping

2.1.3.1 PVC Plastic Pipe and Fittings

ASTM D 3034, shall be SDR 35, having ends adaptable for elastomeric gasket joints.

2.1.3.2 Joints and Jointing Material for PVC Plastic Piping

Joints shall conform to ASTM D 3212. Gaskets shall conform to ASTM F 477.

Polyvinyl Chloride (PVC) Pipe and Fittings, 10 Inch Diameter and Smaller:

ASTM D 3034, SDR 35, with ends suitable for elastomeric gasket joints.

ASTM F 949 with solvent cement joints or elastomeric gasket joints. ASTM D 3212 elastomeric gasket joints, ASTM D 2564 solvent cement joints and ASTM F 477 gaskets.

2.1.4 Corrugated Plastic Piping

2.1.4.1 Pipe and Fittings

Corrugated poly(vinyl chloride) (PVC) pipe conforming to ASTM F 794 or corrugated, high density polyethylene pipe (HDPE) conforming to AASHTO M 252.

PVC fittings with solvent cemented components shall conform to ASTM D 2855 and ASTM F 402.

2.1.4.2 Joints and Jointing Materials

ASTM D 3212 for PVC pipe joints and bell and spigot couplers with O-ring gaskets for 36" pipe, and bell and spigot joints with gaskets for HDPE joints.

2.2 MISCELLANEOUS MATERIALS

2.2.1 Drainage Structures

Construct of clay brick, solid concrete masonry units or concrete. Precast structures may be provided in lieu of cast-in-place concrete. Pipe-to-wall connections shall be mortared to produce smooth transitions and watertight joints or provided with ASTM C 923 resilient connectors. Bases shall have smooth inverts accurately shaped to a semicircular bottom conforming to the inside contour of the adjacent sewer sections. Changes in direction of the sewer and entering branches into the manhole shall have a circular curve in the manhole invert of as large a radius as the size of the manhole will permit.

2.2.1.1 Precast Concrete Structures

ASTM C 478, except as specified herein. Provide a minimum wall thickness of 5 inches. ASTM A 615/A 615M reinforcing bars. ASTM A 497 welded wire fabric. ASTM C 443 or AASHTO M 198, Type B gaskets for joint connections. Provide a 4 inch layer of clean gravel bedding with a maximum size of 2 inches.

2.2.2 Masonry Materials

Shall conform to the following specifications and other requirements specified hereunder.

2.2.2.1 Brick

ASTM C 32, Grade MS, or ASTM C 62, Grade SW, except that the absorption test will be waived.

2.2.2.2 Concrete Masonry Units

ASTM C 139.

2.2.2.3 Mortar

ASTM C 270, Type M.

2.2.2.4 Water

Water for masonry mortar shall be fresh, clean, potable.

2.2.2.5 Grout

ASTM C 476.

2.2.3 Metal Items

2.2.3.1 Frames, Covers, and Gratings

Shall be cast iron conforming to FS A-A-60005, figure numbers.

2.2.3.2 Drainage Structure Steps

As indicated conforming to 29 CFR 1910.27. Plastic or rubber coating pressure-molded to the steel may be used. Plastic coating shall conform to ASTM D 4101, copolymer polypropylene. Rubber shall conform to ASTM C 443, except shore A durometer hardness shall be 70 plus or minus 5. Aluminum steps or rungs will not be permitted. Steps are not required in manholes, or catch basins less than 4 feet deep.

2.3 EROSION CONTROL RIPRAP

Provide nonerodible rock not exceeding 15 inches in its greatest dimension and choked with sufficient small rocks to provide a dense mass with a minimum thickness, 12 inches as indicated.

PART 3 EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

3.1.1 General Requirements for Installation of Pipelines

These requirements shall apply to pipeline installation except where specific exception is made under paragraph entitled "Special Requirements."

3.1.1.1 Location

The work covered by this section shall terminate at a point approximately 5 feet from the building, unless otherwise indicated on the drawings.

3.1.1.2 Earthwork

Perform earthwork operations in accordance with Section 02316, "EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITY SYSTEMS."

3.1.1.3 Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; remove those found defective from site and replace with new. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell ends in the upgrade direction. Adjust spigots in bells to produce a uniform space. Blocking or wedging between bells and spigots will not be permitted. Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper calking or installation of joint material. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

3.1.2 Special Requirements

3.1.2.1 Installation of ABS or PVC Composite Plastic Piping

Install pipe and fittings in accordance with the "General Requirements for Installation of Pipelines" and with the recommendations of the plastic pipe manufacturer. Make joints with the primer and solvent cement specified for this joint; assemble in accordance with the recommendations of the pipe manufacturer. Handle solvent cement in accordance with ASTM F 402.

3.1.2.2 Installation of PVC Plastic Piping

Install pipe and fittings in accordance with the "General Requirements for Installation of Pipelines" and with the requirements of ASTM D 2321 for laying and joining pipe and fittings. Make joints with the gaskets specified for joints with this piping; assemble in accordance with the requirements of ASTM D 2321 for assembly of joints. Make joints to other pipe materials in accordance with the recommendations of the plastic pipe manufacturer.

3.1.2.3 Installation of Corrugated Plastic Piping

Install pipe and fittings in accordance with the "General Requirement for Installation of Pipelines" and with the recommendations of the PVC or HDPE pipe manufacturer.

3.1.3 Concrete Work

Perform cast-in-place concrete work in accordance with Section 03300, "CAST-IN-PLACE CONCRETE."

3.1.4 Manhole and Catch Basin Construction

Construct base slab of cast-in-place concrete or use precast concrete base sections. Make inverts in cast-in-place concrete and precast concrete bases with a smooth-surfaced semi-circular bottom conforming to the inside contour of the adjacent drainage sections. For changes in direction of drains and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. For precast concrete construction, make joints between sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Give a smooth finish to inside joints of precast concrete manholes and catch basins. Parging will not be required for precast concrete manholes. Cast-in-place concrete work shall be in accordance with the paragraph entitled, "Concrete Work." Make joints between concrete manholes and pipes entering manholes with the resilient connectors specified for this purpose or mortared to produce a watertight joint; install in accordance with the recommendations of the connector manufacturer.

3.1.5 Metal Work

3.1.5.1 Workmanship and Finish

Perform metal work so that workmanship and finish will be equal to the best practice in modern structural shops and foundries. Form iron and steel to shape and size with sharp lines and angles. Do shearing and punching so

that clean true lines and surfaces are produced. Make castings sound and free from warp, cold shuts, and blow holes that may impair their strength or appearance. Give exposed surfaces a smooth finish with sharp well-defined lines and arises. Provide rabbets, lugs, and brackets wherever necessary for fitting and support. Apply zinc coating to steel gratings after fabrication in accordance with ASTM A 653/A 653M.

3.1.5.2 Field Painting

After installation, clean cast-iron frames, covers, gratings, and steps not buried in masonry or concrete to bare metal of mortar, rust, grease, dirt, and other deleterious materials and apply a coat of bituminous paint.

3.2 FIELD QUALITY CONTROL

3.2.1 Field Tests and Inspections

The Contracting Officer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings and specifications.

3.2.2 Pipeline Testing

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line.

3.2.3 Field Tests for Concrete

Field testing requirements are covered in Section 03300, "Cast-In-Place Concrete."

-- End of Section --

SECTION 02661N

GEOMEMBRANE BAFFLE

09/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 1004	(1994a) Initial Tear Resistance of Plastic Film and Sheeting
ASTM D 1593	(1999) Nonrigid Vinyl Chloride Plastic Film and Sheeting
ASTM D 1790	(2002) Brittleness Temperature of Plastic Sheeting by Impact
ASTM D 3083	(1989) Flexible Poly(Vinyl Chloride) Plastic Sheeting for Pond, Canal, and Reservoir Lining
ASTM D 4355	(2002) Deterioration of Geotextiles from Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus
ASTM D 751	(2000) Coated Fabrics
ASTM D 882	(2002) Tensile Properties of Thin Plastic Sheeting

1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-02 Shop Drawings

Liner system; G

SD-03 Product Data

Liner; G

Seaming adhesive; G

Penetration assemblies

SD-08 Manufacturer's Instructions

Liner; G

Seaming adhesive

1.3 DELIVERY AND STORAGE

Deliver geomembrane for Baffle A to site in largest sizes possible to minimize field seaming. Protect from sunlight and other ultraviolet light sources during storage. Keep cements and adhesives from extreme cold or heat. Keep materials clean and dry.

1.4 QUALITY ASSURANCE

1.4.1 Required Drawing

Submit shop drawing of baffle and anchor.

PART 2 PRODUCTS

2.1 Liner; G

2.1.1 Unsupported Plastic (PVC)

ASTM D 3083, 20 mils thick (nominal).

Property	Test Method	Minimum Requirement
Thickness		
1. Total overall (mils)	ASTM D 1593	0.48mm
Tensile Properties (each direction)		
2. Tensile Strength (Pounds)	ASTM D 882	48 ppi
3. Elongation	ASTM D 882	350 percent
4. Tear Strength	ASTM D 1004	6.5 pounds
5. Hydrostatic Resistance	ASTM D 751 Method A	68 psi
6. Low Temperature	ASTM D 1790	-15 degrees F
7. UV Resistant	ASTM D 4355	100%

2.2 SPLICING CEMENT

Provide seaming adhesive as recommended by manufacturer to be compatible with type of geomembrane used. Use seam to creat flotation pillow.

2.3 BAFFLE FASTENERS

a. The baffle fasteners shall be 1/4" 316 stainless steel batten plates bolted together with stainless steel bolts. The batten plates shall firmly grip the geomembrane baffle, and shall provide an eyelet for attaching the baffle to the basin railing. Each batten assembly shall be provided with a 1/4 inch stranded carbon steel cable, which shall have a loop on each end,

one through the eyelet and one loose. The cable shall be 5 feet long from tip of loop to tip of loop.

b. The "s hook" required for each end of the baffle shall be 1/4 inch 316 stainless steel rod, bent smoothly into an "s" shape, as detailed on the drawings.

PART 3 EXECUTION

3.1 GEOMEMBRANE INSTALLATION

3.1.1 Placement

Position baffles in settling basin and attach as indicated. Avoid stretching.

3.1.2 Seams and Laps

Provide personnel handling or applying seaming adhesive with protective clothing and other appropriate safety equipment. Apply seaming adhesive and make field seam. Make lap or seam 6 inches wide. Seal lap or seam using rollers or hand pressure removing any wrinkles at that time. A plank or board may be used for back-up during sealing but remove prior to completion of installation. Verify that flotation pillow is airtight and has no leaks.

3.1.3 Repairs

Make repairs to liner with same material as liner. Extend patch 6 inches in all directions from puncture. Use same method as for seams.

-- End of Section --

SECTION 03300

CAST-IN-PLACE CONCRETE

02 / 02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M182 (1991) Burlap Cloth Made from Jute or Kenaf

ACI INTERNATIONAL (ACI)

ACI 117 (1990) Standard Tolerances for Concrete Construction and Materials & Commentary

ACI 211.1 (1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

ACI 301/301M (1999) Structural Concrete

ACI 302.1R (1996) Guide for Concrete Floor and Slab Construction

ACI 304R (2000) Guide for Measuring, Mixing, Transporting, and Placing Concrete

ACI 304.2R (1996) Placing Concrete by Pumping Methods

ACI 305R (1999) Hot Weather Concreting

ACI 306.1 (1990) Standard Specification for Cold Weather Concreting

ACI 315 (1999) Details and Detailing of Concrete Reinforcement

ACI 318/318M (1999) Building Code Requirements for Structural Concrete

ACI 347R (2001) Guide to Formwork for Concrete

AMERICAN HARDBOARD ASSOCIATION (AHA)

AHA A135.4 (1995) Basic Hardboard

ASTM INTERNATIONAL (ASTM)

ASTM A 615/A 615M (2001b) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM A 616/A 616M	(1996a) Rail-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A 617/A 617M	(1996a) Axle-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM C 31/C 31M	(2000e1) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(2002a) Concrete Aggregates
ASTM C 39	(1993a) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 42/C 42M	(1999) Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C 94/C 94M	(2000e2) Ready-Mixed Concrete
ASTM C 143/C 143M	(2000) Slump of Hydraulic Cement Concrete
ASTM C 150	(2002a) Portland Cement
ASTM C 171	(1997a) Sheet Materials for Curing Concrete
ASTM C 172	(1999) Sampling Freshly Mixed Concrete
ASTM C 173/C 173M	(2001e1) Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 192/C 192M	(2002) Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 227	(1997a) Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method)
ASTM C 231	(1997e1) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(2001) Air-Entraining Admixtures for Concrete
ASTM C 295	(1998) Petrographic Examination of Aggregates for Concrete
ASTM C 309	(1998a) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494/C 494M	(1999ae1) Chemical Admixtures for Concrete
ASTM C 595	(2002a) Blended Hydraulic Cements
ASTM C 618	(2001) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 920	(2002) Elastomeric Joint Sealants

ASTM C 989	(1999) Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
ASTM C 1017/C 1017M	(1998) Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C 1107	(2002) Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM D 1190	(1997) Concrete Joint Sealer, Hot-Applied Elastic Type
ASTM D 1751	(1999) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996e1) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 572	(1974) Specifications for Polyvinylchloride Waterstops
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U.S. DEPARTMENT OF COMMERCE (DOC)

PS1	(1995) Construction and Industrial Plywood (APA V995)
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1.2 DEFINITIONS

- a. "Cementitious material" as used herein shall include all portland cement, pozzolan, fly ash, ground iron blast-furnace slag.
- b. "Exposed to public view" means situated so that it can be seen from eye level from a exterior location after completion of the structure building.

1.3 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-02 Shop Drawings

Reinforcing steel; G

Control Submittals; G

Reproductions of contract drawings are unacceptable.

Materials and Methods for Pumping Concrete; G

Hot and Cold Weather ConcretingSD-

SD-03 Product Data

Cement; G

Material Safety Data Sheets

Materials for curing concrete

Admixtures; G

Joint sealants

Form Ties

Joint filler

Bar Supports

Form Release Agent

Waterstops

SD-04 Samples

Broomed Finish; G

Submit sample of broomed finish minimum 7 days prior to concrete slab replacement.

SD-05 Design Data

Concrete mix design; G

Thirty days minimum prior to concrete placement, submit a mix design for each strength and type of concrete. Submit a complete list of materials including type; brand; source and amount of cement, fly ash, pozzolans, ground slag, and admixtures; and applicable reference specifications. Provide mix proportion data using at least three different water-cement ratios for each type of mixture, which will produce a range of strength encompassing those required for each class and type of concrete required. If source material changes, resubmit mix proportion data using revised source material. No material shall be provided unless proven by trial mix studies to meet the requirements of this specification, unless otherwise approved in writing by the Contracting Officer. The submittal shall clearly indicate where each mix design will be used when more than one mix design is submitted. Submit additional data regarding concrete aggregates if the source of aggregate changes. In addition, copies of the fly ash, and pozzolan test results shall be submitted. The approval of fly ash, and pozzolan test results shall have been within 6 months of submittal date. Obtain acknowledgement of receipt prior to concrete placement.

Grout; G

SD-06 Test Reports

Concrete mix design; G

Fly ash; G

Pozzolan; G

Ground iron blast-furnace slag; G

Aggregates; G

Slump tests; G

Compressive Strength Tests; G

Temperature tests; G

Air Content; G

Additional Tests; G

Testing Agency; G

1.4 MODIFICATION OF REFERENCES

Accomplish work in accordance with ACI publications except as modified herein. Consider the advisory or recommended provisions to be mandatory, as though the word "shall" had been substituted for the words "should" or "could" or "may," wherever they appear. Interpret reference to the "Building Official," the "Structural Engineer," and the "Architect/Engineer" to mean the Contracting Officer.

1.5 DELIVERY, STORAGE, AND HANDLING

Do not deliver concrete until forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. ACI 301/301M for job site storage of materials. Protect materials from contaminants such as grease, oil, and dirt. Ensure materials can be accurately identified after bundles are broken and tags removed.

1.5.1 Reinforcement

Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground. Protect from contaminants such as grease, oil, and dirt. Ensure bar sizes can be accurately identified after bundles are broken and tags removed.

1.6 Quality Assurance

1.6.1 Drawings

1.6.1.1 Reinforcing Steel

ACI 315. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, shapes, dimensions, and details of bar reinforcing, accessories, and concrete cover. Do not scale dimensions from structural drawings to determine lengths of reinforcing bars.

1.6.2 Control Submittals

1.6.2.1 Curing Concrete Elements

Submit proposed materials and methods for curing concrete elements.

1.6.2.2 Pumping Concrete

Submit proposed materials and methods for pumping concrete. Submittal shall include mix designs, pumping equipment including type of pump and size and material for pipe, and maximum length and height concrete will be pumped.

1.6.2.3 Hot and Cold Weather Concreting

Submit proposed materials and methods for hot and cold weather placement for review. Submit detailed processes indicated in paragraph 1.5.1 of ACI 306.1.

1.6.2.4 VOC Content for form release agents and curing compounds

Submit certification for the form release agent and curing compounds that indicate the VOC content of each product.

1.6.2.5 Material Safety Data Sheets

Submit Material Safety Data Sheets (MSDS) for all materials that are regulated for hazardous health effects. Prominently post the MSDS at the construction site.

1.6.3 Test Reports

1.6.3.1 Concrete Mix Design

Submit copies of laboratory test reports showing that the mix has been successfully tested to produce concrete with the properties specified and that mix will be suitable for the job conditions. The laboratory test reports shall include mill test and all other test for cement, aggregates, and admixtures. Provide maximum nominal aggregate size, gradation analysis, percentage retained and passing sieve, and a graph of percentage retained verses sieve size. Test reports shall be submitted along with the concrete mix design. Obtain approval before concrete placement.

1.6.3.2 Fly Ash and Pozzolan

Submit test results in accordance with ASTM C 618 for fly ash and pozzolan. Submit test results performed within 6 months of submittal date.

1.6.3.3 Ground Iron Blast-Furnace Slag

Submit test results in accordance with ASTM C 989 for ground iron blast-furnace slag. Submit test results performed within 6 months of submittal date.

1.6.3.4 Aggregates

ASTM C 227 for potential alkali-silica reactions.

1.6.4 Pre-Concrete Conference:

At least 7 days prior to start of the concrete construction schedule, the Contractor shall conduct a meeting to review the proposed mix designs and to discuss the required methods and procedures to achieve the required concrete quality. The Contractor shall send a pre-concrete conference agenda to all attendees prior to the scheduled date of the conference.

The Contractor shall require responsible representatives of every party who is concerned with the concrete work to attend the conference, including but not limited to the following:

Contractor's Superintendent
Laboratory Responsible for the Concrete Design Mix
Laboratory Responsible for Field Quality Control
Concrete Subcontractor
Ready-Mix Concrete Producer

Minutes of the meeting shall be recorded, typed and printed by the Contractor and distributed by him to all parties concerned within 5 days of the meeting. One copy of the minutes shall also be transmitted to the following for information purposes: Contracting officer.

The Contracting officer will be present at the conference. The Contractor shall notify the Contracting officer at least 7 days prior to the scheduled date of the conference.

PART 2 PRODUCTS

2.1 MATERIALS FOR FORMS

Provide plywood, or steel. Use plywood or steel forms where a smooth form finish is required. Plywood: PS1, B-B concrete form panels or better or AHA A135.4, hardboard for smooth form lining. Steel form surfaces shall not contain irregularities, dents, or sags.

2.2 FORM TIES AND ACCESSORIES

The use of wire alone is prohibited. Form ties and accessories shall not reduce the effective cover of the reinforcement. Form ties shall be designed to prevent seepage of flow of water along the embedded tie.

2.2.1 Polyvinylchloride Waterstops

3/8" thick x 6" wide serrated, center bulb waterstop conforming to COE CRD-C 572 with hog rings or grommets spaced at 12" on center (minimum) along length of waterstop.

2.3 CONCRETE

2.3.1 Contractor-Furnished Mix Design

ACI 211.1, ACI 301/301M, ACI 318/318M and ACI 304.2R except as otherwise specified. The compressive strength (f'c) of the concrete for each portion of the structure(s) shall be as indicated and as specified below.

Location	f'c (Min. 28- Day Comp. Strength) (psi)	ASTM C 33 Maximum Nominal Aggregate (Size No.)	Range of Slump (inches)	Maximum Water- Cement Ratio (by weight)	Air Entr. (percent)
All areas	4000	See combined Aggregate Gradation	1-4	0.45	6

Maximum slump shown above may be increased one inch for methods of consolidation other than vibration. Slump may be increased to 8 inches when superplasticizers are used. Provide air entrainment using air-entraining admixture. Air entrainment shall be within plus or minus 1.0 percent of the value specified. The water soluble chloride ion concentrations in hardened concrete at ages from 28 to 42 days shall not exceed 0.15.

Note (a): Entrapped air shall be 3% or less.

2.3.1.1 Mix Proportions for Normal Weight Concrete

Trial design batches, mixture proportioning studies, and testing requirements for various classes and types of concrete specified shall be the responsibility of the Contractor. Mixture proportions shall be based on compressive strength as determined by test specimens fabricated in accordance with ASTM C 192/C 192M and tested in accordance with ASTM C 39. Samples of all materials used in mixture proportioning studies shall be representative of those proposed for use in the project and shall be accompanied by the manufacturer's or producer's test report indicating compliance with these specifications. Trial mixtures having proportions, consistencies, and air content suitable for the work shall be made based on methodology described in ACI 211.1. The trial mixture shall use at least three different water-cement ratios for each type of mixture, which will produce a range of strength encompassing those required for each class and type of concrete required on the project. The maximum water-cement ratio required will be based on equivalent water-cement ratio calculations as determined by the conversion from the weight ratio of water to cement plus pozzolan, and ground granulated blast-furnace slag by weight equivalency method. Laboratory trial mixture shall be designed for maximum permitted slump and air content. Each combination of material proposed for use shall have separate trial mixture, except for accelerator or retarder use can be provided without separate trial mixture. The temperature of concrete in each trial batch shall be reported. For each water-cement ratio, at least three test cylinders for each test age shall be made and cured in accordance with ASTM C 192/C 192M and tested in accordance with ASTM C 39 for 7 and 28 days. From these results, a curve shall be plotted showing the relationship between water-cement ratio and strength for each set of trial mix studies. In addition a curve shall be plotted showing the relationship between 7 and 28 day strengths. Minimum cementitious materials content shall be 536 lbs. per cubic yard. Maximum cementitious materials content shall be 658 lbs. per cubic yard.

2.3.1.2 Required Average Strength of Mix Design

The selected mixture shall produce an average compressive strength exceeding the specified strength by the amount indicated in ACI 301/301M. When a concrete production facility has a record of at least 15 consecutive tests, the standard deviation shall be calculated and the required average

compressive strength shall be determined in accordance with ACI 301/301M. When a concrete production facility does not have a suitable record of tests to establish a standard deviation, the required average strength shall be as follows:

- a. For f'c less than 3000 psi, 1000 psi plus f'c.
- b. For f'c between 3000 and 5000 psi, 1200 psi plus f'c.
- c. For f'c over 5000 psi, 1400 psi plus f'c.

2.4 MATERIALS

2.4.1 Cement

ASTM C 150, Type I or II or ASTM C 595, Type IP(MS) or IS(MS) blended cement except as modified herein. The blended cement shall consist of a mixture of ASTM C 150, Type II, cement and one of the following materials: ASTM C 618 fly ash, ASTM C 989 ground iron blast-furnace slag. The fly ash content shall not exceed 20 percent by weight of the total cementitious material. The ground iron blast-furnace slag shall not exceed 40 percent by weight of total cementitious material. For exposed concrete, use one manufacturer for each type of cement, ground slag, fly ash, and pozzolan.

2.4.1.1 Fly Ash

ASTM C 618, Type F, or C, except that the maximum allowable loss on ignition shall be 6 percent for Type F. Add with cement.

2.4.1.2 Ground Iron Blast-Furnace Slag

ASTM C 989, Grade 120.

2.4.2 Water

Water shall be fresh, clean, and potable; free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances deleterious to concrete.

2.4.3 Aggregates

ASTM C 33, except as modified herein. Furnish aggregates for concrete from one source. Aggregates shall not contain any substance which may be deleteriously reactive with the alkalies in the cement. Aggregates shall show expansions less than 0.10 percent at 6 months when tested in accordance with ASTM C 227 using a cement with an alkali content above 0.8 percent (expressed as sodium oxide), and shall not possess properties or constituents that are known to have specific unfavorable effects in concrete when tested in accordance with ASTM C 295.

2.4.3.1 Aggregates/Combined Aggregate Gradation

ASTM C 33, uniformly graded and as follows: Nominal maximum aggregate size of No. 57. A combined sieve analysis shall indicate a well graded aggregate from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 (0.3mm) sieve, and less than 8 percent may be retained on sieves finer than No. 50 (0.3mm). Sand shall be at least 50 percent natural sand.

2.4.4 Nonshrink Grout

ASTM C 1107, Grade B or C.

2.4.5 Admixtures

ASTM C 494/C 494M: Type A, water reducing; Type B, retarding; Type C, accelerating; Type D, water-reducing and retarding; and Type E, water-reducing and accelerating admixture. Do not use calcium chloride admixtures. Air-entraining and water reducing or high range water reducing admixtures shall be used. All admixtures shall be compatible and from the same manufacturer.

2.4.5.1 Air-Entraining

ASTM C 260.

2.4.5.2 High Range Water Reducer (HRWR) (Superplasticizers)

ASTM C 494/C 494M, Type F and Type G (HRWR retarding admixture) and ASTM C 1017/C 1017M.

2.4.6 Materials for Curing Concrete

2.4.6.1 Impervious Sheeting

ASTM C 171; waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.

2.4.6.2 Pervious Sheeting

AASHTO M182.

2.4.6.3 Liquid Membrane-Forming Compound

ASTM C 309, Type 1-D containing a fugitive dye.

2.4.7 Expansion/Contraction Joint Filler

ASTM D 1751, ASTM D 1752, or 100% recycled material meeting ASTM D 1752 (subparagraphs 5.1 to 5.4). Material shall be 1/2 inch thick, unless otherwise indicated.

2.4.8 Joint Sealants

2.4.8.1 Horizontal Surfaces, 3 Percent Slope, Maximum

ASTM D 1190 or ASTM C 920, Type M, Class 25, Use T.

2.4.8.2 Vertical Surfaces Greater Than 3 Percent Slope

ASTM C 920, Type M, Grade NS, Class 25, Use T.

2.4.9 Biodegradable Form Release Agent

Form release agent shall be biodegradable with a maximum of 350 grams/liter (g/l) volatile organic compounds (VOCs). Product shall not bond with, stain, or adversely affect concrete surfaces and shall not impair

subsequent treatments of concrete surfaces. The form release agent shall not contain diesel fuel, petroleum-based lubricating oils, waxes, or kerosene.

2.4.10 Grout

Grout shall be a mix of 3 parts sand and one part ASTM C 150 Type II cement and shall be air entrained. Text

2.5 REINFORCEMENT

2.5.1 Reinforcing Bars

ACI 301/301M unless otherwise specified. ASTM A 615/A 615M and ASTM A 617/A 617M with the bars marked A, S, W, Grade 60; or ASTM A 616/A 616M with the bars marked R, Grade 60.

2.5.2 Reinforcing Bar Supports

Provide bar ties and supports of coated or non-corrodible material.

2.6 Porous Fill

Porous fill shall be open graded crushed stone or crushed or uncrushed gravel conforming to ASTM C 33 size No. 57. The top 1/2" of porous fill shall be crushed stone or crushed or uncrushed gravel conforming to VDOT size No. 21A.

PART 3 EXECUTION

3.1 FORMS

ACI 301/301M. Provide forms, shoring, and scaffolding for concrete placement. Set forms mortar-tight and true to line and grade. Chamfer above grade exposed joints, edges, and external corners of concrete 0.75 inch unless otherwise indicated. Provide formwork with clean-out openings to permit inspection and removal of debris. Forms submerged in water shall be watertight.

3.1.1 Coating

Before concrete placement, coat the contact surfaces of forms with a nonstaining mineral oil, nonstaining form coating compound, or two coats of nitrocellulose lacquer. Do not use mineral oil on forms for surfaces to which adhesive, paint, or other finish material is to be applied.

3.1.2 Removal of Forms and Supports

After placing concrete, forms shall remain in place for the time periods specified in ACI 347R. Prevent concrete damage during form removal.

3.1.2.1 Special Requirements for Reduced Time Period

Forms may be removed earlier than specified if ASTM C 39 test results of field-cured samples from a representative portion of the structure indicate that the concrete has reached a minimum of 85 percent of the design strength.

3.2 Waterstop Splices

Provide factory made fabrications for all changes in direction, intersections, and transitions. Only butt joints spliced by heat fusion as recommended by the Manufacturer will be allowed in the field.

3.3 Formed Surfaces

3.3.1 Tolerances

ACI 347R and as indicated.

3.3.2 As-Cast Form

Provide form facing material producing a smooth, hard, uniform texture on the concrete. Arrange facing material in an orderly and symmetrical manner and keep seams to a practical minimum. Support forms as necessary to meet required tolerances. Material with raised grain, torn surfaces, worn edges, patches, dents, or other defects which will impair the texture of the concrete surface shall not be used.

3.4 PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS

ACI 301/301M. Provide bars, wire fabric, wire ties, supports, and other devices necessary to install and secure reinforcement. Reinforcement shall not have rust, scale, oil, grease, clay, or foreign substances that would reduce the bond. Rusting of reinforcement is a basis of rejection if the effective cross-sectional area or the nominal weight per unit length has been reduced. Remove loose rust prior to placing steel. Tack welding is prohibited.

3.4.1 Reinforcement Supports

Place reinforcement and secure with galvanized or non corrodible chairs, spacers, or metal hangers. For supporting reinforcement on the ground, use concrete or other non corrodible material, having a compressive strength equal to or greater than the concrete being placed.

3.4.2 Splicing

Class B tension with all applicable modification factors unless shown otherwise. Do not splice at points of maximum stress. Overlap welded wire fabric the spacing of the cross wires, plus 2 inches.

3.4.3 Cover

ACI 301/301M for minimum coverage, unless otherwise indicated.

3.4.4 Setting Miscellaneous Material

Place and secure anchors and bolts, pipe sleeves, conduits, and other such items in position before concrete placement. Plumb anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.

3.4.5 Construction Joints

Locate joints to least impair strength. Continue reinforcement across joints unless otherwise indicated.

3.5 BATCHING, MEASURING, MIXING, AND TRANSPORTING CONCRETE

ASTM C 94/C 94M, ACI 301/301M, ACI 302.1R, and ACI 304R, except as modified herein. Batching equipment shall be such that the concrete ingredients are consistently measured within the following tolerances: 1 percent for cement and water, 2 percent for aggregate, and 3 percent for admixtures. Furnish mandatory batch ticket information for each load of ready mix concrete.

3.5.1 Measuring

Make measurements at intervals as specified in paragraphs entitled "Sampling" and "Testing."

3.5.2 Mixing

ASTM C 94/C 94M and ACI 301/301M. Machine mix concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Place concrete within 90 minutes of either addition of mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is less than 85 degrees F. Reduce mixing time and place concrete within 60 minutes if the air temperature is greater than 85 degrees F except as follows: if set retarding admixture is used and slump requirements can be met, limit for placing concrete may remain at 90 minutes. Additional water may be added if approved by contracting officer, provided that both the specified maximum slump and water-cement ratio are not exceeded. When additional water is added, an additional 30 revolutions of the mixer at mixing speed is required. If the entrained air content falls below the specified limit, add a sufficient quantity of admixture to bring the entrained air content within the specified limits. Dissolve admixtures in the mixing water and mix in the drum to uniformly distribute the admixture throughout the batch.

3.5.3 Transporting

Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pipe or chutes. Remove concrete which has segregated in transporting and dispose of as directed.

3.6 PLACING CONCRETE

Place concrete as soon as practicable after the forms and the reinforcement have been inspected and approved. Do not place concrete when weather conditions prevent proper placement and consolidation; in uncovered areas during periods of precipitation; or in standing water. Prior to placing concrete, remove dirt, construction debris, water, snow, and ice from within the forms. Deposit concrete as close as practicable to the final position in the forms. Do not exceed a free vertical drop of 3 feet from the point of discharge. Place concrete in one continuous operation from one end of the structure towards the other. Position grade stakes on 20 foot centers maximum for slabs.

3.6.1 Porous Fill

Place porous fill material under all structure slabs to depth indicated on drawings. Compact to density required for fill under structures.

3.6.2 Vibration

ACI 301/301M. Furnish a spare, working, vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches in depth with high frequency mechanical vibrating equipment supplemented by hand spading and tamping. Operate internal vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 6000 impulses per minute when submerged. Do not use vibrators to transport the concrete in the forms. Insert and withdraw vibrators approximately 18 inches apart. Penetrate the previously placed lift with the vibrator when more than one lift is required. Place concrete in 18 inch maximum vertical lifts. External vibrators shall be used on the exterior surface of the forms when internal vibrators do not provide adequate consolidation of the concrete.

3.6.3 Pumping

ACI 304R and ACI 304.2R. Pumping shall not result in separation or loss of materials nor cause interruptions sufficient to permit loss of plasticity between successive increments. Loss of slump in pumping equipment shall not exceed 2 inches. Concrete shall not be conveyed through pipe made of aluminum or aluminum alloy. Rapid changes in pipe sizes shall be avoided. Maximum size of course aggregate shall be limited to 33 percent of the diameter of the pipe. Samples for testing shall be taken at both the point of delivery to the pump and at the discharge end.

3.6.4 Cold Weather

ACI 306.1. Do not allow concrete temperature to decrease below 50 degrees F. Obtain approval from contracting officer prior to placing concrete when the ambient temperature is below 40 degrees F or when concrete is likely to be subjected to freezing temperatures within 24 hours of placement. Cover concrete and provide sufficient heat to maintain 50 degrees F minimum and 75 degrees maximum adjacent to both the formwork and the structure while curing for at least 7 days after placement. Limit the rate of cooling to 5 degrees F in any 1 hour and 50 degrees F per 24 hours after heat application. Protect concrete from rapid dry-out during heating.

3.6.5 Hot Weather

ACI 305R. Maintain required concrete temperature using Figure 2.1.5 in ACI 305R to prevent the evaporation rate from exceeding 0.2 pound of water per square foot of exposed concrete per hour. Cool ingredients before mixing or use other suitable means to control concrete temperature and prevent rapid drying of newly placed concrete. Mixing water may be chilled or chopped ice may be used to control the concrete temperature provided the water equivalent of the ice is calculated in the total amount of mixing water. Provide wind breaks and shade the fresh concrete as soon as possible after placing. Start curing when the surface of the fresh concrete is sufficiently hard to permit curing without damage. Provide water hoses, pipes, spraying equipment, and water hauling equipment, where job site is remote to water source, to maintain a moist concrete surface throughout the curing period. Provide burlap cover or other suitable, permeable material with fog spray or continuous wetting of the concrete when weather conditions prevent the use of impervious sheets. For vertical surfaces, protect forms from direct sunlight and add water to top of structure once concrete is set.

3.7 SURFACE FINISHES EXCEPT FLOOR, SLAB, AND PAVEMENT FINISHES

3.7.1 Defects

Repair formed surfaces by removing minor honeycombs, pits greater than 1 square inch surface area or 0.25 inch maximum depth, or otherwise defective areas. Provide edges perpendicular to the surface and patch with nonshrink grout. Patch tie holes and defects when the forms are removed. Concrete with extensive honeycomb including exposed steel reinforcement, cold joints, entrapped debris, separated aggregate, or other defects which affect the serviceability or structural strength will be rejected, unless correction of defects is approved. Obtain approval of corrective action prior to repair. The surface of the concrete shall not vary more than the allowable tolerances of ACI 347R. Exposed surfaces shall be uniform in appearance and finished to a smooth form finish unless otherwise specified.

The method of repair and patching shall be approved by the contracting officer.

3.7.2 Not Against Forms (Top of Walls)

Surfaces not otherwise specified shall be finished with wood floats to even surfaces. Finish shall match adjacent finishes.

3.7.3 Formed Surfaces

3.7.3.1 Tolerances

ACI 117 and as indicated.

3.7.3.2 As-Cast Smooth Form Finish

Provide for all formed surfaces. Patch tie holes and defects and level abrupt irregularities. Remove or rub off fins and other projections completely. No rubbing is required.

3.8 SLAB, AND PAVEMENT FINISHES AND MISCELLANEOUS CONSTRUCTION

ACI 302.1R, unless otherwise specified. Slope floors uniformly to drains where drains are provided. Where straightedge measurements are specified, Contractor shall provide straightedge.

3.8.1 Finish

Place, consolidate, and immediately strike off concrete to obtain proper contour, grade, and elevation before bleedwater appears. Permit concrete to attain a set sufficient for floating and supporting the weight of the finisher and equipment. If bleedwater is present prior to floating the surface, drag the excess water off or remove by absorption with porous materials. Do not use dry cement to absorb bleedwater.

3.8.1.1 Floated

After the concrete has been placed, consolidated, struck off, and leveled, do not work the concrete further, until ready for floating. Whether floating with a wood, magnesium, or composite hand float, with a bladed power trowel equipped with float shoes, or with a powered disc, float shall begin when the surface has stiffened sufficiently to permit the operation. During or after the first floating, surface shall be checked with a 10 foot straightedge applied at no less than two different angles, one of which is

perpendicular to the direction of strike off. High spots shall be cut down and low spots filled during this procedure to produce a surface level within 5/16 inch in 10 feet.

3.8.1.2 Broomed

Use on surfaces of exterior walks, platforms, and settling basin bottom slabs. Perform a floated finish, then draw a broom or burlap belt across the surface to produce a coarse scored texture. Permit surface to harden sufficiently to retain the scoring or ridges. Broom transverse to traffic or at right angles to the slope of the slab.

3.8.1.3 Remedies for Out of Tolerance Work

Contractor shall repair and retest any floors not meeting specified tolerances. Prior to repair, Contractor shall submit and receive approval for the proposed repair, including product data from any materials proposed. Repairs shall not result in damage to structural integrity of the slab or pavement.

3.8.2 Pits and Trenches

Place bottoms and walls monolithically or provide waterstops and keys.

3.9 CURING AND PROTECTION

ACI 301/301M unless otherwise specified. Begin curing immediately following form removal. Avoid damage to concrete from vibration created by blasting, pile driving, movement of equipment in the vicinity, disturbance of formwork or protruding reinforcement, and any other activity resulting in ground vibrations. Protect concrete from injurious action by sun, rain, flowing water, frost, mechanical injury, tire marks, and oil stains. Do not allow concrete to dry out from time of placement until the expiration of the specified curing period. Do not use membrane-forming compound on surfaces. If forms are removed prior to the expiration of the curing period, provide another curing procedure specified herein for the remaining portion of the curing period. Provide moist curing for all concrete.

3.9.1 Moist Curing

Remove water without erosion or damage to the structure.

3.9.1.1 Ponding or Immersion

Continually immerse the concrete throughout the curing period. Water shall not be more than 20 degrees F less than the temperature of the concrete. For temperatures between 40 and 50 degrees F, increase the curing period by 50 percent.

3.9.1.2 Fog Spraying or Sprinkling

Apply water uniformly and continuously throughout the curing period. For temperatures between 40 and 50 degrees F, increase the curing period by 50 percent.

3.9.1.3 Pervious Sheeting

Completely cover surface and edges of the concrete with two thicknesses of wet sheeting. Overlap sheeting 6 inches over adjacent sheeting. Sheeting

shall be at least as long as the width of the surface to be cured. During application, do not drag the sheeting over the finished concrete nor over sheeting already placed. Wet sheeting thoroughly and keep continuously wet throughout the curing period.

3.9.1.4 Impervious Sheeting

Wet the entire exposed surface of the concrete thoroughly with a fine spray of water and cover with impervious sheeting throughout the curing period. Lay sheeting directly on the concrete surface and overlap edges 12 inches minimum. Provide sheeting not less than 18 inches wider than the concrete surface to be cured. Secure edges and transverse laps to form closed joints. Repair torn or damaged sheeting or provide new sheeting. Cover or wrap columns, walls, and other vertical structural elements from the top down with impervious sheeting; overlap and continuously tape sheeting joints; and introduce sufficient water to soak the entire surface prior to completely enclosing. Keep surfaces continuously wet throughout the curing period.

3.9.2 Liquid Membrane-Forming Curing Compound

Not permitted until moist curing is complete.

3.9.3 Curing Periods

Moist cure all concrete for 7 days minimum. Begin curing immediately after placement. Protect concrete from premature drying, excessively hot temperatures, and mechanical injury; and maintain minimal moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of the concrete. The materials and methods of curing shall be subject to approval by the Contracting Officer.

3.10 FIELD QUALITY CONTROL

3.10.1 Sampling

ASTM C 172. Collect samples of fresh concrete to perform tests specified. ASTM C 31/C 31M for making test specimens.

3.10.2 Testing

3.10.2.1 Slump Tests

ASTM C 143/C 143M. Take concrete samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cement ratio is not exceeded. Perform tests at commencement of concrete placement, when test cylinders are made, and for each batch (minimum) or every 20 cubic yards (maximum) of concrete.

3.10.2.2 Temperature Tests

Test the concrete delivered whenever slump tests are made and the concrete in the forms. Perform tests in hot or cold weather conditions (below 50 degrees F and above 80 degrees F) for each batch of concrete, until the specified temperature is obtained, and whenever test cylinders and slump tests are made.

3.10.2.3 Compressive Strength Tests

ASTM C 39. Make four test cylinders for each set of tests in accordance with ASTM C 31/C 31M. Precautions shall be taken to prevent evaporation and loss of water from the specimen. Test one cylinder at 7 days, two cylinders at 28 days, and hold one cylinder in reserve. Samples for strength tests of each mix design of concrete placed each day shall be taken not less than once a day, nor less than once for each 100 cubic yards of concrete. For the entire project, take no less than five sets of samples and perform strength tests for each mix design of concrete placed. Each strength test result shall be the average of two cylinders from the same concrete sample tested at 28 days. If the average of any three consecutive strength test results is less than f'_c or if any strength test result falls below f'_c by more than 500 psi, take a minimum of three ASTM C 42/C 42M core samples from the in-place work represented by the low test cylinder results and test. Concrete represented by core test shall be considered structurally adequate if the average of three cores is equal to at least 85 percent of f'_c and if no single core is less than 75 percent of f'_c . Locations represented by erratic core strengths shall be retested. Remove concrete not meeting strength criteria and provide new acceptable concrete. Repair core holes with nonshrink grout. Match color and finish of adjacent concrete.

3.10.2.4 Air Content

ASTM C 173/C 173M or ASTM C 231 for normal weight concrete. Test air-entrained concrete for air content at the same frequency as specified for slump tests.

3.10.2.5 Additional Tests

Three additional concrete cylinders shall be made during a placement which requires temporary heating. These cylinders shall be left in the enclosure in same environment as concrete placed. One cylinder shall be tested at 3 days, one at 7 days and the third at 28 days to verify adequacy of temporary heating system.

3.10.2.6 Testing Agency

All testing services specified shall be performed by an independent testing agency approved by the Contracting Officer and paid for by the contractor.

3.11 Watertightness

3.11.1 General

All walls and floors for water conduits, and water containing basins shall be so constructed that, when completed and tested, there shall be no appreciable loss of water and no visible wet spots.

In general, water containing structures include, but are not limited to, the following:

Settling Basin

All visible cracks shall be repaired by injection or other method approved by the Contracting Officer prior to testing for watertightness. The Contractor shall submit to Contracting Officer, for review, the product and the application procedures. Contracting Officer's review does not, in any

way, affect the Contractor's responsibility of providing watertightness.

Water containing structures shall be tested for watertightness by filling the structure with water after the concrete in the structure has reached the 28 day design strength, and before backfilling has begun.

The Contractor shall furnish water and all necessary temporary bulkheads in conduits and over pipe openings in walls to permit testing of all water containing structures, basins, and conduits as soon as permissible.

Contractor shall submit to Contracting Officer, for review, the product and application procedures proposed for use in sealing leaks in case of leakage. The product must have a proven record of performance under similar conditions. This written review should be obtained at least two (2) weeks before starting watertightness tests. Engineer's review does not, in any way, affect the Contractor's responsibility of providing watertightness.

3.11.2 Water Containing Structures

As soon as possible, Contractor shall fill such basin or conduit with water for watertightness testing.

3.11.2.1 Test Procedure

Provide all necessary equipment and potable water to fill the structure to be tested. (Make provisions for emptying the structure and disposal of the water following the testing. Coordinate disposal with Contracting Officer.)

Fill the structure to be tested slowly with potable water.

Maintain the water level at normal maximum level for a period of 7 days to allow the concrete to absorb water.

Repair any visible leaks observed during absorption period. If such repairs require lowering of the water level, provide an additional 7 day absorption period before resuming the test.

Look for wet spots and leakage along the exposed surfaces of the structures during measurement period. Promptly report any positive findings to the Contracting Officer and start corrective measures, if feasible.

Partition walls shall also meet the requirements of this section.

If wet spots and leakages persist, Contractor shall institute corrective measures acceptable to the Contracting Officer. Repeat the test and corrective measures until no wet spots or leakages are visible.

Adjoining water containing structures shall not be tested simultaneously.

Empty the water containing structure, and dispose of the water upon acceptance of the test results by Contracting Officer.

-- End of Section --

SECTION 05500

METAL FABRICATIONS

05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ALUMINUM ASSOCIATION (AA)

AA 45 (1980) Aluminum Finishes

AA 46 (1978) Anodized Architectural Aluminum

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC S303 (1992) Steel Buildings and Bridges

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.3 (1995) Power-Actuated Fastening Systems

ANSI B18.2.1 (1996) Square and Hex Bolts and Screws
Inch Series

ANSI B18.6.2 (1972; R 1993) Slotted Head Cap Screws,
Square Head Set Screws, and Slotted
Headless Set Screws

ANSI B18.6.3 (1972; R 1997) Machine Screws and Machine Screw Nuts

ASME INTERNATIONAL (ASME)

ASME/ANSI B18.2.2 (1987; R 1993) Square and Hex Nuts (Inch Series)

ASME/ANSI B18.21.1 (1994) Lock Washers (Inch Series)

ASME/ANSI B18.22.1 (1965; R 1998) Plain Washers

ASTM INTERNATIONAL (ASTM)

ASTM A 325 (2002) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

ASTM A 36/A 36M (1996) Carbon Structural Steel

ASTM A 53 (1996) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

ASTM A 123/A 123M (2002) Zinc (Hot-Dip Galvanized) Coatings

	on Iron and Steel Products
ASTM A 153/A 153M	(2001a) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 276	(2002) Stainless Steel Bars and Shapes
ASTM A 307	(1994) Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ASTM A 653/A 653M	(2002a) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 666	(2000) Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
ASTM A 687	(1993) High-Strength Nonheaded Steel Bolts and Studs
ASTM A 780	(1993; Rev. A) Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM B 209	(1996) Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B 221	(1996) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B 26/B 26M	(2002) Aluminum-Alloy Sand Castings
ASTM B 429	(1995) Aluminum-Alloy Extruded Structural Pipe and Tube
ASTM D 1187	(1997) Asphalt-Base Emulsions for Use as Protective Coatings for Metal
ASTM E 488	(1996) Strength of Anchors in Concrete and Masonry Elements

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	(1998) Structural Welding Code - Steel
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U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS TT-P-664	(Rev. D) Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant
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NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

NAAMM BG	(1993) Metal Bar Grating Manual
NAAMM PR	(1995) Pipe Railing Manual

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC SP 3 (1995) Power Tool Cleaning

SSPC SP 6 (1994) Commercial Blast Cleaning

1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-02 Shop Drawings

Angle Frames; G

Floor gratings, installation drawings;G

Handrails, installation drawings; G

Embedded angles and plates, installation drawings; G

Bar screen; fabrication and installation drawings; G

Submit fabrication drawings showing layout(s), connections to structural system, and anchoring details as specified in AISC S303.

Submit templates, erection and installation drawings indicating thickness, type, grade, class of metal, and dimensions. Show construction details, reinforcement, anchorage, and installation with relation to the building construction.

SD-03 Product Data

Floor gratings, installation drawings;G

Handrails

Adhesive anchors

1.3 QUALIFICATION OF WELDERS

Qualify welders in accordance with AWS D1.1. Use procedures, materials, and equipment of the type required for the work.

1.4 DELIVERY, STORAGE, AND PROTECTION

Protect from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil and weather. Remove and replace damaged items with new items.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Structural Carbon Steel

ASTM A 36/A 36M.

2.1.2 Stainless Steel

ASTM A 276 or ASTM A 666, Type 304 or 316.

2.1.3 Steel Pipe

ASTM A 53, Type E or S, Grade B.

2.1.4 Gratings

- a. Metal bar type grating NAAMM BG.

2.1.5 Anchor Bolts

ASTM A 307 or ASTM A 36. Where exposed, shall be of the same material, color, and finish as the metal to which applied.

2.1.5.1 Adhesive Anchors

Provide stainless steel adhesive anchors, as indicated. Minimum concrete masonry embedment shall be as recommended by manufacturer. Design values listed shall be as tested according to ASTM E 488.

- a. Minimum allowable pullout value shall be 1375 lb for 1/2" anchors and 2535 lbs for 3/4" anchors.
- b. Minimum allowable shear value shall be 1700 lb for 1/2" anchors and 3830 lbs for 3/4" anchors.

2.1.5.2 Lag Screws and Bolts

ANSI B18.2.1, type and grade best suited for the purpose.

2.1.5.3 Toggle Bolts

ANSI B18.2.1.

2.1.5.4 Bolts, Nuts, Studs and Rivets

ASME/ANSI B18.2.2 and ASTM A 687, ASTM A 307, or ASTM A 325.

2.1.5.5 Powder Driven Fasteners

Follow safety provisions of ANSI A10.3.

2.1.5.6 Screws

ANSI B18.2.1, ANSI B18.6.2, and ANSI B18.6.3.

2.1.5.7 Washers

Provide plain washers to conform to ASME/ANSI B18.22.1. Provide beveled washers for American Standard beams and channels, square or rectangular, tapered in thickness, and smooth. Provide lock washers to conform to ASME/ANSI B18.21.1.

2.1.6 Aluminum Alloy Products

Conform to ASTM B 209 for sheet plate, ASTM B 221 for extrusions, ASTM B

308 for Structural Shapes, and ASTM B 429 for Pipe and Tube, as applicable.

Provide aluminum extrusions at least 1/8 inch thick and aluminum plate or sheet at least 0.050 inch thick. Provide aluminum or stainless steel fasteners for aluminum.

2.2 FABRICATION FINISHES

2.2.1 Galvanizing

Hot-dip galvanize items specified to be zinc-coated, after fabrication where practicable. Galvanizing: ASTM A 123/A 123M, ASTM A 153/A 153M or ASTM A 653/A 653M, G90, as applicable.

2.2.2 Galvanize

Anchor bolts, grating fasteners, washers, and parts or devices necessary for proper installation, unless indicated otherwise.

2.2.3 Repair of Zinc-Coated Surfaces

Repair damaged surfaces with galvanizing repair method and paint conforming to ASTM A 780 or by application of stick or thick paste material specifically designed for repair of galvanizing, as approved by Contracting Officer. Clean areas to be repaired and remove slag from welds. Heat surfaces to which stick or paste material is applied, with a torch to a temperature sufficient to melt the metallics in stick or paste; spread molten material uniformly over surfaces to be coated and wipe off excess material.

2.2.4 Shop Cleaning and Painting

2.2.4.1 Surface Preparation

Blast clean surfaces in accordance with SSPC SP 6. Surfaces that will be exposed in spaces above ceiling or in attic spaces, crawl spaces, furred spaces, and chases may be cleaned in accordance with SSPC SP 3 in lieu of being blast cleaned. Wash cleaned surfaces which become contaminated with rust, dirt, oil, grease, or other contaminants with solvents until thoroughly clean. Steel to be embedded in concrete shall be free of dirt and grease. Do not paint or galvanize bearing surfaces, including contact surfaces within slip critical joints, but coat with rust preventative applied in the shop.

2.2.4.2 Pretreatment, Priming and Painting

Apply pretreatment, primer, and paint in accordance with manufacturer's printed instructions. On surfaces concealed in the finished construction or not accessible for finish painting, apply an additional prime coat to a minimum dry film thickness of 1.0 mil. Tint additional prime coat with a small amount of tinting pigment.

2.2.5 Nonferrous Metal Surfaces

Protect by plating, anodic, or organic coatings.

2.2.6 Aluminum Surfaces

2.2.6.1 Surface Condition

Before finishes are applied, remove roll marks, scratches, rolled-in scratches, kinks, stains, pits, orange peel, die marks, structural streaks, and other defects which will affect uniform appearance of finished surfaces.

2.2.6.2 Unexposed Sheet, Plate, and Extrusions

Unexposed sheet, plate and extrusions may have mill finish as fabricated. Sandblast castings' finish, medium, AA 45, or AA 46.

2.3 CORNER GUARDS AND SHIELDS

Jambs and sills of openings and edges of platforms shall be steel shapes and plates anchored in masonry or concrete with welded steel straps or end-weld stud anchors, 1/2" diameter by 4" long welded at 2'-0" on center.

2.4 Angle Frames; G

Frames shall be aluminum angles as indicated with bent aluminum bars welded to frame for anchoring to concrete. Miter and weld all corners. Butt joint straight runs. Allow for expansion on straight runs over 15 feet. Remove sharp edges and burrs from exposed edges of frames. Weld all connections and grind top surface smooth. Provide 1/8 inch clearance at edges and between floor grating.

2.5 FLOOR GRATINGS

Design aluminum grating in accordance with NAAMM BG for bar type grating or manufacturer's charts for plank grating.

- a. Design floor gratings and grating treads to support a live load of 100 pounds per square foot or a concentrated load of 300 lbs at any point for the spans indicated, with maximum deflection of $L/240$. All grating shall be serrated. Direction of grating span shall be as indicated on the drawings.

NAAMM BG, band ends of gratings with bars of the same or greater thickness than the metal used for grating. Weld banding bars to the bearing bars or channels at least every fourth bar or channel and in every corner. Tack weld intervening bars or channels. Band diagonal or round cuts by welding bars of the same or greater thickness metal used for grating in accordance with the manufacturer's standard for trim unless otherwise indicated. Provide specified stair tread nosing at top edge of all stair landings.

- c. Attach gratings to structural members with stainless steel saddle clips and fasteners. (Minimum 4 per panel per span.)

2.6 HANDRAILS

Design handrails to resist a concentrated load of 200 lbs in any direction at any point of the top of the rail or 50 lbs per foot applied in any direction at the top of the rail, whichever is more severe. NAAMM PR, provide the same size rail and post. Provide pipe collars of the same material and finish as the handrail and posts unless indicated otherwise.

2.6.1 Aluminum Handrails

Consists of 1 1/2 inch nominal schedule 40 pipe ASTM B 429. Railings shall be anodized aluminum. All fasteners shall be Series 300 stainless steel.

a. Fabrication: Provide jointing by one of the following methods:

(1) Flush-type rail fittings, welded and ground smooth with splice locks secured with 3/8 inch recessed head set screws.

(2) Mitered and welded joints made by fitting post to top rail, intermediate rail to post, and corners, shall be groove welded and ground smooth. Splices, where allowed by the Contracting Officer, shall be butted and reinforced by a tight fitting dowel or sleeve not less than 6 inches in length. Tack weld or epoxy cement dowel or sleeve to one side of the splice.

(3) Assemble railings using slip-on aluminum-magnesium alloy fittings for joints. Fasten fittings to pipe or tube with 1/4 or 3/8 inch stainless steel recessed head setscrews. Provide assembled railings with fittings only at vertical supports or at rail terminations attached to walls. Provide expansion joints at the midpoint of panels. Provide a setscrew in only one side of the slip-on sleeve. Provide alloy fittings to conform to ASTM B 26/B 26M.

b. Provide top rail, intermediate rail and posts with 42" height from top of top rail to top surface of platform or wall. Space posts at maximum 8' spacings or as required by loadings. Provide splice sleeve assembly for expansion joints at maximum 24' spacings. Provide 4" x 1/4" nominal toe-board at edges of walkways.

c. Remove railing sections: Provide removable railing sections as indicated.

d. Stair railing: Stair railing construction shall be of similar construction to standard railing but that the vertical height shall be no more than 38 inches nor less than 34 inches from upper surface of top rail to surface of tread in line with face of riser at forward edge of tread.

e. Anchor railings to supporting structures by welding 3/8" thick base plate to standards or by providing matching U-bracket with bottom plate with drain hole as indicated on the drawings.

2.7 SAFETY CHAINS

Construct safety chains of stainless steel, straight link type, 3/16 inch diameter, with at least twelve links per foot.

2.8 SAFETY TREADS

NAAMM BG aluminum, Type to match floor grating. Treads shall be serrated, with non-slip nosings.

2.9 Bar Screen

Bar screen shall be stainless steel of sizes as indicated. Bar screen shall be removable. Weld each longitudinal bar to transverse angle stiffeners at each end and to three flat bars with minimum 3/16" weld, 1" long. Provide removable railings between bar screen and grating.

PART 3 EXECUTION

3.1 INSTALLATION

Install items at locations indicated, according to manufacturer's instructions. Items listed below require additional procedures.

3.2 ANCHORAGE, FASTENINGS, AND CONNECTIONS

Provide anchorage where necessary for fastening miscellaneous metal items securely in place. Include for anchorage not otherwise specified or indicated slotted inserts, expansion shields, and powder-driven fasteners, when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; through bolts, lag bolts, and screws for wood. Do not use wood plugs in any material. Provide non-ferrous attachments for non-ferrous metal. Make exposed fastenings of compatible materials, generally matching in color and finish, to which fastenings are applied. Conceal fastenings where practicable.

3.3 BUILT-IN WORK

Form for anchorage metal work built-in with concrete or masonry, or provide with suitable anchoring devices as indicated or as required. Furnish metal work in ample time for securing in place as the work progresses.

3.4 WELDING

Perform welding, welding inspection, and corrective welding, in accordance with AWS D1.1. Use continuous welds on all exposed connections. Grind visible welds smooth in the finished installation.

3.5 FINISHES

3.5.1 Dissimilar Materials

Where dissimilar metals are in contact, protect surfaces with a coat conforming to FS TT-P-664 to prevent galvanic or corrosive action. Where aluminum is in contact with concrete, mortar, masonry, wood, or absorptive materials subject to wetting, protect with ASTM D 1187, asphalt-base emulsion.

3.5.2 Environmental Conditions

Do not clean or paint surface when damp or exposed to foggy or rainy weather, when metallic surface temperature is less than 5 degrees F above the dew point of the surrounding air, or when surface temperature is below 45 degrees F or over 95 degrees F, unless approved by the Contracting Officer.

3.6 ANGLE FRAMES

Install the tops of cover plates and frames flush with floor.

3.7 HANDRAILS

3.7.1 Aluminum Handrail

Affix to base structure by flanges anchored to concrete or other existing masonry by expansion shields and by base plates or flanges bolted to stringers or structural steel framework. Provide Series 300 stainless steel bolts to anchor aluminum alloy flanges, of a size appropriate to the standard product of the manufacturer. Where aluminum or alloy fittings or extrusions are to be in contact with dissimilar metals or concrete, give the contact surface a heavy coating of bituminous paint.

-- End of Section --

SECTION 07920

JOINT SEALANTS

09/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C 920 (2002) Elastomeric Joint Sealants

1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-03 Product Data

Sealants

Primers

Bond breakers

Backstops

Data for the sealants shall include shelf life, recommended cleaning solvents.

1.3 ENVIRONMENTAL CONDITIONS

The ambient temperature shall be within the limits of 40 and 100 degrees F when sealant is applied.

1.4 DELIVERY AND STORAGE

Deliver materials to the job site in unopened manufacturers' external shipping containers, with brand names, date of manufacture, color, and material designation clearly marked thereon. Elastomeric sealant containers shall be labeled to identify type, class, grade, and use. Carefully handle and store materials to prevent inclusion of foreign materials or subjection to sustained temperatures exceeding 100 F degrees or less than 0 degrees F.

PART 2 PRODUCTS

2.1 SEALANTS

Provide sealant that has been tested and found suitable for the substrates to which it will be applied.

2.1.1 Exterior Sealant

For joints in vertical surfaces, provide ASTM C 920, Type S or M, Grade NS, Class 25, Use NT. For joints in horizontal surfaces, provide ASTM C 920, Type S or M, Grade NS or P, Class 25, Use T. Location(s) and color(s) of sealant shall be as follows: Color shall match adjoining surface.

LOCATION

- a. Expansion and control joints.
- b. Expansion joints in exterior concrete walls where metal expansion joint covers are not required.
- c. Voids where items pass through exterior walls.
- d. Metal-to-metal joints where sealant is indicated or specified.
- e. Joints between ends of fascias, copings, and adjacent walls.

2.1.2 Floor Joint Sealant

ASTM C 920, Type S or M, Grade P, Class 25, Use T. Location(s) and color(s) of sealant shall be as follows: Color shall match adjoining surface.

LOCATION

- a. Control and expansion joints in floors, slabs, and walkways.

2.2 PRIMERS

Provide a nonstaining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.

2.3 BOND BREAKERS

Provide the type and consistency recommended by the sealant manufacturer for the particular application.

2.4 BACKSTOPS

Provide glass fiber roving or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by sealant manufacturer. Backstop material shall be compatible with sealant. Do not use oakum and other types of absorptive materials as backstops.

2.5 CLEANING SOLVENTS

Provide type(s) recommended by the sealant manufacturer except for aluminum surfaces that will be in contact with sealant.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Surfaces shall be clean, dry to the touch, and free from dirt frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion. When resealing an existing joint, remove existing calk or sealant prior to applying new sealant.

3.1.1 Steel Surfaces

Remove loose mill scale by sandblasting or, if sandblasting is impractical or would damage finish work, scraping and wire brushing. Remove protective coatings by sandblasting or using a residue-free solvent.

3.1.2 Aluminum Surfaces

Remove temporary protective coatings from surfaces that will be in contact with sealant. When masking tape is used as a protective coating, remove tape and any residual adhesive just prior to sealant application. For removing protective coatings and final cleaning, use nonstaining solvents recommended by the manufacturer of the item(s) containing aluminum surfaces.

3.2 SEALANT PREPARATION

Do not add liquids, solvents, or powders to the sealant. Mix multicomponent elastomeric sealants in accordance with manufacturer's instructions.

3.3 APPLICATION

3.3.1 Joint Width-To-Depth Ratios

a. Acceptable Ratios:

<u>JOINT WIDTH</u>	<u>JOINT DEPTH</u>	
	Minimum	Maximum
For metal, or other nonporous surfaces:		
1/4 inch (minimum)	1/4 inch	1/4 inch
over 1/4 inch	1/2 of width	Equal to width
For concrete,		
1/4 inch (minimum)	1/4 inch	1/4 inch
Over 1/4 inch to 1/2 inch	1/4 inch	Equal to width
Over 1/2 inch to 2 inches	1/2 inch	5/8 inch
Over 2 inches	(As recommended by sealant manufacturer)	

- b. Unacceptable Ratios: Where joints of acceptable width-to-depth ratios have not been provided, clean out joints to acceptable depths and grind or cut to acceptable widths without damage to the adjoining work. Grinding shall not be required on metal surfaces.

3.3.2 Backstops

Install backstops dry and free of tears or holes. Tightly pack the back or bottom of joint cavities with backstop material to provide a joint of the depth specified. Install backstops in the following locations:

- a. Where indicated.
- b. Where backstop is not indicated but joint cavities exceed the acceptable maximum depths specified in paragraph entitled, "Joint Width-to-Depth Ratios."

3.3.3 Primer

Immediately prior to application of the sealant, clean out loose particles from joints. Where recommended by sealant manufacturer, apply primer to joints in concrete masonry units, wood, and other porous surfaces in accordance with sealant manufacturer's instructions. Do not apply primer to exposed finish surfaces.

3.3.4 Bond Breaker

Provide bond breakers to the back or bottom of joint cavities, as recommended by the sealant manufacturer for each type of joint and sealant used, to prevent sealant from adhering to these surfaces. Carefully apply the bond breaker to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond breaker.

3.3.5 Sealants

Provide a sealant compatible with the material(s) to which it is applied. Do not use a sealant that has exceeded shelf life or has jelled and can not be discharged in a continuous flow from the gun. Apply the sealant in accordance with the manufacturer's instructions with a gun having a nozzle that fits the joint width. Force sealant into joints to fill the joints solidly without air pockets. Tool sealant after application to ensure adhesion. Sealant shall be uniformly smooth and free of wrinkles. Upon completion of sealant application, roughen partially filled or unfilled joints, apply sealant, and tool smooth as specified.

3.4 PROTECTION AND CLEANING

3.4.1 Protection

Protect areas adjacent to joints from sealant smears. Masking tape may be used for this purpose if removed 5 to 10 minutes after the joint is filled.

3.4.2 Final Cleaning

Upon completion of sealant application, remove remaining smears and stains and leave the work in a clean and neat condition.

- a. Concrete and Other Porous Surfaces: Immediately scrape off fresh sealant that has been smeared on masonry and rub clean with a solvent as recommended by the sealant manufacturer. Allow excess sealant to cure for 24 hour then remove by wire brushing or sanding.

- b. Metal and Other Non-Porous Surfaces: Remove excess sealant with a solvent-moistened cloth.

-- End of Section --

SECTION 11258

TROUGHS AND WEIR PLATES

PART 1 GENERAL

1.1 SUBMITTALS

SD-02 Shop Drawings

Manufacturer's literature, illustrations, specifications and engineering data including: materials of construction, dimensions, weight and performance data; G.

Drawings showing general arrangement of the equipment and methods of installation, with detailed mounting information. Indicate provisions for thermal expansion and contraction and the capability to sustain all external and internal loads that may be applied during construction and operation; G.

SD-03 Product Data

Operation and Maintenance manuals

SD-07 Certificates

Submit Affidavit of Compliance in accordance with AWWA F 101 and of AWWA F102; G.

1.2 DELIVERY, STORAGE AND HANDLING

1.2.1 Delivery of Materials

1. Deliver materials to the site to ensure uninterrupted progress of the Work. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete, in ample time to not delay the Work.

2. Package troughs to avoid damage during handling and shipment.

3. Tightly band weir plates or suitably package to prevent damage during handling and shipping. Place fiberboard or plastic corners at edges of fabrications to prevent damage from bands. Place support brackets in wooden boxes or fiberboard cartons of sufficient strength to prevent damage during handling and shipping.

4. Inspect all items immediately upon delivery to site. Report damaged equipment to Contracting Officer who will determine action to be taken.

1.2.2 Storage of Materials

Store materials on a flat level place and in a manner to permit easy access for inspection and identification. Keep troughs off the ground using pallets, platforms, or other supports. Support troughs continuously to prevent warpage or distortion. If units are stored more than one unit high, succeeding unit shall be stored level and uniformly supported by blocks and spacers.

PART 2 PRODUCTS

2.1 SERVICE CONDITIONS

2.1.1 General

Construct troughs and weir plates of fiberglass reinforced polyester resin laminates to the dimensions and shapes shown.

2.1.2 Service Requirements

1. Troughs

- | | |
|--------------------------|----------------------|
| a. Location: | Effluent of Basin |
| b. Max. Trough Capacity: | 1,000 gpm each |
| c. Dimensions: | As shown on drawings |
| d. Liquid pH range | 2-9 |
| e. Max. Ambient Temp: | 100 degree F |
| f. Min Ambient Temp: | 0 degree F |

2. Weir Plates

- | | |
|-------------------------------|----------------------|
| a. Type: | V-Notch |
| b. Weir Dimensions: | As shown on drawings |
| c. Max. Flow Per Foot of Weir | 18 gpm |
| d. Max. Ambient Temp. | 100 degree F |
| e. Min. Ambient Temp. | 0 degree F |

2.1.3 Loadings

Troughs shall be capable of supporting, within stress and deflection limitations, the following loads:

Gravity Loads: All downward vertical loads including the weight of the trough and appurtenant attachments together with the weight of water required to fill the trough.

Buoyant Load: The load which acts vertically upward and which is equal in magnitude to the weight of the water displaced by the trough. The line of action of this force shall be considered to pass through the centroid of the submerged cross-sectional area.

Lateral Load: Loads acting against the trough side walls, specifically, those induced by differential water levels on either side of the trough walls.

Wind and Snow Load: When the troughs are empty and there is no buoyant force applied, the troughs shall be capable of supporting all wind and snow loads as described in the local and state building codes.

When calculating deflection, fiber stress and other critical properties, use the maximum possible differential existing when the trough is empty and the tank full, or when the trough is full and the tank is empty.

The trough shall span a total length of 27 feet. The manufacturer shall provide intermediate supports if the trough is not capable of spanning this distance without supports. The supports shall connect to

the basin floor. The distance from the bottom of the floor is approximately 6.5 feet. The support shall be designed by the trough manufacturer.

2.1.4 Deflections

Design troughs to meet the deflection limits specified below:

1. Vertical Deflection: Maximum vertical deflection under full buoyant or gravity load measured at the mid-point between supports shall not exceed $3/16$ inch or $L/1000$, whichever is less, where L is the unsupported length in inches.
2. Side Wall Deflection: Maximum trough side wall horizontal deflection under full lateral load shall not exceed $3/16$ inch or $D/100$, where D is the trough depth, in inches.
3. Maximum bottom deflection under full buoyant or gravity load shall not exceed $3/16$ inch or $W/100$, whichever is less, where W is the trough width in inches.

2.1.5 Torsional Stability

Design trough systems to resist torsional oscillations induced by the flow of water over the trough edges. Maximum allowable torsional oscillation sideways or torsionally during normal operating conditions shall be $3/8$ inch. Provide torsional stabilization by methods described in AWWA F101 when torsional oscillation exceeds the maximum allowable limit.

2.1.6 Thermal Expansion/Contraction

Design trough to accommodate a thermally-induced expansion or contraction in length over a temperature range of 0 to 100 degrees F. Troughs shall be capable of withstanding ambient temperature variations of up to 80 degrees F that could occur within a 24-hour period without exceeding specified deflection or stress limitations.

2.1.7 Glass Fiber Stress

In addition to the deflection criteria specified above, design troughs such that the maximum stress under the most severe loading condition does not exceed 1,500 psi.

2.2 MATERIALS

2.2.1 Resin

The resin shall be a commercial grade, general purpose polyester thermosetting resin, which has either been evaluated in a laminate, or which has been determined by a previous documented service to be acceptable for the service conditions.

1. Resin - The resin shall be a commercial grade, chemical resistant polyester thermosetting resin, which has either been evaluated in a laminate, or which has been determined by a previous documented service to be acceptable for the service conditions.

2.2.2 Resin (Fillers)

The resin shall contain no fillers except as follows:

1. A thixotropic agent which does not interfere with laminate quality, or with the required chemical resistance of the laminate may be added for viscosity control.
2. Resin may contain pigments, dyes or colorants which have been determined by at least five (5) years previous service to be acceptable for the service condition without fading or chalking from original color standard.

2.2.3 Ultraviolet Resistance

Ultraviolet resistance is required in all laminates exposed to ultraviolet light whether it be in the form of pigmentation or ultraviolet absorbers.

2.2.4 Metal Reinforcement

When metal reinforcements are used, they shall be free of rust, oil and any foreign matter. They shall be completely encapsulated with a minimum of 1/8" thick laminate cover.

2.2.5 Glass Reinforcement

Glass reinforcement shall consist of chemically bonded surfacing mat and chopped strand or chopped strand mat as hereinafter described. Surfacing mat shall be Type C, 10-20 mils thick, with a silane finish and a styrene-soluble binder; the glass content of this layer shall not exceed 20% by weight. Chopped strand shall be Type E glass, with silane finish and styrene-soluble binder. The glass content of the finished laminate shall be adequate to produce mechanical and physical properties conforming to Table 1.

2.3 MANUFACTURE

1. The inner surface of the trough shall be smooth and resin rich. The outer surface shall be reasonably smooth and no glass fibers shall be exposed. The size and number of air bubbles shall be held to a minimum. Laminations shall be dense and without voids, dry spots, cracks or crazes.

2. The inner surface of the trough shall be reinforced with glass surfacing mat. This shall be followed with chopped strand glass laminate (max. 2 oz. per sq. ft.) in a minimum of two (2) layers. Void content of the complete laminate shall not exceed 2 1/2% of the laminate volume.

3. The top edges of the trough shall be level and parallel with a tolerance of plus or minus 1/8" (measured when the trough is not loaded).

The length of a trough section shall have a tolerance of $\pm 1/8$ " per 10 ft. length.

The laminate thickness tolerance shall be $\pm 1/16$ ".

4. Thickness at locations of supports such as saddles shall be at least 1 1/2 times the nominal thickness of the trough and shall conform to the fiber stress limitations set forth in the design section of this specification.

5. End flanges and blind ends shall be a minimum of 1 ½ times the nominal thickness of the trough and shall conform to the fiber stress limitations set forth in the design section of this specification.

6. An integrally molded water stop shall be provided on the trough whenever the trough is grouted into and/or passes through a wall.

7. One inch diameter ABS spreaders shall be bolted between the trough walls on approximate 2 ft. centers to enhance the structural rigidity of the trough system.

PART 3 EXECUTION

3.1 INSTALLATION

1. All trough mounting brackets, hardware and stabilizers shall be Type 18-8 stainless steel and shall be supplied by the trough manufacturer.

2. Troughs shall be installed so that the trough weir edges are level to within $\pm 1/8"$.

3.2 TESTING

1. Manufacturer shall, upon request, furnish the contracting officer with certified test reports consisting of the mechanical and physical tests listed below.

2. Procedure to be used in determining the properties listed in Table 1 below shall be in accordance with latest ASTM Standards: Ultimate Tensile Strength - ASTM designation D638; Flexural Strength - ASTM designation D790; Modulus of Elasticity - ASTM designation D790; Hardness - ASTM designation D2583; Water Absorption - ASTM designation D570.

3. Hardness tests shall be made on the resin-rich surface of the product.

4. Flexural tests shall be made with the resin-rich surface in compression.

5. Test samples shall be full thickness of the item produced and shall not be machined on the surface.

6. Mechanical and physical properties shall conform to those of Table 1 following on the next page:

TABLE #1

LAMINATE MECHANICAL AND PHYSICAL PROPERTIES 73 degree F

	<u>ASTM Test Method</u>	<u>3/16"</u>	<u>1/4"</u>
Ultimate Tensile Strength - PSI x 10 ³ (Min.)	D638	11	12
Flexural Strength - PSI x 10 ³ (Min.)	D790	16	19
Flexural Modulus of Elasticity - PSI x 10 ⁶ (Min.)	D790	.9	.9
Barcol Hardness (Min.)	D2583	35	35
Water Absorption - % (Max.)	D570	.2	.2

3.3 PACKAGING AND STORAGE

1. Troughs shall be suitably packaged to avoid damage during handling and shipment.

2. Should it be necessary to store product prior to installation, precautions should be taken to prevent warpage or distortion.

Troughs should be stored on a flat place and adequately supported on wooden support members to evenly distribute weight of troughs. When stored more than one (1) high, succeeding items should be stored level and evenly supported by blocks or spacers.

-- End of Section --

SECTION 13401

MEASURING EQUIPMENT

09/99

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

U.S. DEPARTMENT OF DEFENSE (DOD)

MIL-P-24441

(Rev. C; Supp. 1) Paint, Epoxy-Polyamide

1.2 SYSTEM REQUIREMENTS

The flow measuring equipment shall be the ISCO 4210 with ISCO 3710 sampler, to match existing equipment. The design shall permit ease of installation and shall not have any features hazardous to personnel or detrimental to the equipment. Provision shall be made to align and adequately lubricate moving parts. Interior parts shall be easily accessible for adjustment, repair, and replacement. The pH indicator/transmitter shall be Foxboro 8710 IT and the sensor 871A to match existing equipment. The temperature recorder shall be Partlow MRC 7000 to match existing equipment.

1.3 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-03 Product Data

Measuring equipment components; G

Read-out device; G

SD-06 Test Reports

Measuring equipment calibration; G

Open channel test for flow meter; G

Dimensional inspection report

SD-08 Manufacturer's Instructions

Measuring equipment components; G

Submit manufacturer's written recommendation for installation and handling; G

1.4 QUALITY ASSURANCE

1.4.1 Requirements

Perform calibration and submit test report for flume in variable head meter for open channel, and for temperature and for pH equipment. Submit as required in paragraph entitled "Field Tests and Inspections."

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

Unless otherwise specified, all materials and equipment shall be standard commercial products in regular production by the manufacturer and suitable for the required service.

2.1.1 Variable Head Meter for Open Channel

Shall include a Parshall Flume as head producer, an ultrasonic level device as head measurement, and an indicator as read-out device. Provide meter for effluent flow where indicated.

2.1.1.1 Parshall Flume

Shall be of the Parshall type, shall have an 18" wide throat, be one-piece, and shall measure the flow of 4 to 14 mgd. The flume shall have a converging upstream section, a throat, and a diverging downstream section. The complete unit shall have vertical walls. Stilling wells and throat floor shall be inclined downward. Construct the flume of polyester resin reinforced with not less than 30 percent fiberglass by weight and provided with locking devices for engagement with the grout around the liner. Reinforcing ribs shall be an integral part of the flume while removable bracing shall be provided to ensure proper maintenance of liner dimensions during shipment and installation. Wall thickness shall be 1/4" minimum. Inside walls shall be smooth.

2.1.1.2 Ultrasonic Meter

Provide an ultrasonic meter where indicated. The meter shall have a range of 0 to 3 feet for use with a Parshall Flume. The flow meter shall consist of a single transducer in an epoxy housing mounted where indicated. The transmitter shall emit a continuous ultrasonic pulse or frequency into the liquid stream to be reflected back to the receiver crystal. It shall measure the depth of liquid which is proportional to the liquid flow. The transmitter shall contain all necessary circuitry enclosed in NEMA 4 outdoor housing suitable for pipe stand mounting and connected to the transducers by cable. It shall produce an accurate 4 to 20 mA dc signal linear with flow rate. It shall provide linearity of plus or minus 0.5 percent and repeatability of 0.1 percent under simulated flow. Long term drift of the pulse rate output shall be less than 0.1 percent. It shall operate with 115 volt plus or minus 10 percent, 60 Hz electrical power. The unit shall function over an ambient temperature range of -15 degrees F to 100 F outdoor. The flow rate indicator shall be integrally mounted in the transmitter housing. Graduate 6 inch scale length in gpm.

2.1.2 pH Monitoring

The sensor shall be submersible type. Sensor shall have a range of 1 pH units to 9 pH units and shall have an accuracy of plus or minus 0.1 pH

unit. The sensor shall automatically compensate for temperature over the temperature range. The sensor body shall be epoxy, measuring electrode shall be glass, reference electrode shall be KYNAR, and solution ground shall be titanium. Sensor shall be connected to a local read-out and remote transmission device.

2.1.3 Fluid Temperature

The sensor shall be suitable for liquid temperature.

- a. Type A shall be bimetal thermometer: Direct reading, hermetically sealed, suitable for external adjustment. Accurate within 1 percent of full range. Stainless steel construction. Complete with thermowell. Sensor shall be connected to the temperature recorder. Sensor shall measure temperatures from 32 degrees F to 100 degrees F.

2.2 READ-OUT DEVICE; G

Provide the meter with the following read-out device which shall read from 0 to 11000 gpm.

2.2.1 Local Read-Out and Remote Transmission Units

Provide an indicating transmitter for local read-out and transmission of flow data, temperature data, and pH data to remote read-out. The scale graduation shall be uniform. The read-out shall be visible through a shatterproof clear window. The read-out and transmission mechanism shall not be affected by the intended end use of environment. The transmission shall be milliampere dc analog signal type to the remote read-out. Actuate all transmission by the ac voltage signal of the meter. Power required shall come from the meter. The contact shall be of the totally-enclosed type. The unit shall be non-corrosive and weatherproof or provided with a separate weatherproof housing with a sealed door for access to the mechanism, and designed to prevent the accumulation of moisture or fog inside the case. Provide a suitable mounting for each unit.

2.2.1.1 Indicators

Shall be a minimum of 6 inches long.

2.2.2 Remote Read-Out

Provide an indicator, a recorder, and an integrator for remote read-out of flow, and for temperature and pH. The scale graduation shall be uniform. The read-out shall accept the signal output and be of the same range and units as the local read-out and remote transmission device. The signal shall actuate an electro-mechanical receiver in which the input duplicates the output of the remote transmission device. Ac or dc power supply shall be provided, if required. The read-out shall be visible through a shatterproof clear window. The read-out shall not be affected by the intended end use environment. The unit shall be weatherproof or provided with a separate weatherproof housing with a sealed door for access to the mechanism, and designed to prevent the accumulation of moisture or fog inside the case. Provide a suitable mounting. Unit can be a single unit with all three parameters, or can be three separate units.

2.2.2.1 Remote Read-Out Indicator

Shall be a minimum of 6 inches long. Provide indicator of flow rate and LCD totalizer, provide temperature indicator, and pH indicator.

2.2.2.2 Remote Read-Out Recorder

Shall be a minimum of 10 inches in diameter and shall rotate once weekly. The chart drive shall be driven by a synchronous motor from 120 volts, 60 hertz, ac.

2.2.2.3 Remote Integrator

Shall read the total flow in the units specified using only a whole power of 10 multiplier.

2.3 ELECTRICAL REQUIREMENTS

Unless indicated or specified otherwise, the electrical components of the meters, such as chart drives and electrical disconnecting (isolating) means, are included under this section. Provide wiring for signal circuit as specified by the equipment manufacturer. The interconnecting conduit and wire (except when otherwise specified herein, or when included in factory-assembled equipment) and the electrical connection of the meters to the electrical power circuit are specified in Division 16.

2.4 SPARE PARTS

Provide all standard recommended spare parts as specified in the manufacturer's instruction manuals for each component in the system. Furnish one year's supply of charts and ink for each recording device.

PART 3 EXECUTION

3.1 MATERIALS PROTECTION

The entire tube, except the throat section of the characterized flume, shall receive a series of coats of paint conforming to MIL-P-24441. Apply the paint in the following order: one coat of Formula 150, one coat of Formula 151, one coat of Formula 156, and one coat of Formula 152. The final total dry-film thickness shall be not less than 10 mils. Furnish all other items in accordance with the manufacturer's standard practice suitable for end use environment.

3.2 INSTALLATION

Furnish the services of an engineer representative of the manufacturer of the flow measuring equipment for checking the installation, making the necessary adjustments and calibrations, placing the equipment in operation, and performing the acceptance tests. The representative also shall be available for not less than 2 days to instruct operating personnel in the use, operation, and maintenance of the equipment during the initial operating period. Install all flow measuring equipment in accordance with the recommendations of the manufacturer.

3.3 FIELD TESTS AND INSPECTIONS

Test and calibrate in place the flow measuring equipment to demonstrate that it meets the accuracy requirements for the full range of flows

specified herein. Provide all labor, equipment, and incidentals required for the tests, including electric power and water required for tests. The Contracting Officer will witness all field tests and conduct all field inspections. The Contractor shall give the Contracting Officer ample notice of the dates and times scheduled for tests. Rectify any deficiencies found and retest work affected by such deficiencies at the Contractor's expense. Record data from each field test shall be recorded and documented in a formal field test report.

-- End of Section --

SECTION 16050

BASIC ELECTRICAL MATERIALS AND METHODS

02/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 709 (2001) Laminated Thermosetting Materials

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE Std 100 (2000) IEEE Standard Dictionary of
Electrical and Electronics Terms

IEEE C2 (2002) National Electrical Safety Code

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 6 (1993; R 2001) Industrial Control and
Systems: Enclosures

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2002) National Electrical Code

1.2 RELATED REQUIREMENTS

This section applies to certain sections of Division 2, "Site Construction," Division 11, "Equipment,". This section applies to all sections of Division 16, "Electrical," of this project specification unless specified otherwise in the individual sections.

1.3 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE Std 100.
- b. The technical sections referred to herein are those specification sections that describe products, installation procedures, and equipment operations and that refer to this section for detailed description of submittal types.
- c. The technical paragraphs referred to herein are those paragraphs in PART 2 - PRODUCTS and PART 3 - EXECUTION of the technical sections that describe products, systems, installation procedures, equipment, and test methods.

1.4 ELECTRICAL CHARACTERISTICS

Electrical characteristics for this project shall be 12.47/7.2 kV primary, three phase, four wire, 60 Hz, and 120/240 volts single phase and 277/480 volts three phase secondary. Final connections to the power distribution system at the existing pole shall be made by the Contractor as directed by the Contracting Officer.

1.5 SUBMITTALS

Submittals required in the sections which refer to this section shall conform to the requirements of Section 01330, "Submittal Procedures" and to the following additional requirements. Submittals shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference. Submittals shall also include applicable federal, military, industry, and technical society publication references, and years of satisfactory service, and other information necessary to establish contract compliance of each item to be provided. Photographs of existing installations are unacceptable and will be returned without approval.

1.5.1 Manufacturer's Catalog Data

Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves, and catalog cuts. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal. Should manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.

1.5.2 Drawings

Submit drawings a minimum of 14 by 20 inches in size using a minimum scale of 1/8 inch per foot, except as specified otherwise. Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductwork, and other items that must be shown to ensure a coordinated installation. Wiring diagrams shall identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

1.5.3 Instructions

Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation. Installation of the item shall not proceed until manufacturer's instructions are received. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.

1.5.4 Certificates

Submit manufacturer's certifications as required for products, materials, finishes, and equipment as specified in the technical sections.

Certificates from material suppliers are not acceptable. Preprinted certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; "achieve the same end use and results as materials formulated in accordance with the referenced publications"; or "equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.

1.5.4.1 Reference Standard Compliance

Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturers Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance.

1.5.4.2 Independent Testing Organization Certificate

In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

1.5.5 Operation and Maintenance Manuals

Comply with the requirements of Section 01780, "CLOSEOUT SUBMITTALS" and the technical sections.

1.5.5.1 Operating Instructions

Submit text of posted operating instructions for each system and principal item of equipment as specified in the technical sections.

1.6 QUALITY ASSURANCE

1.6.1 Material and Equipment Qualifications

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in the technical section.

1.6.2 Regulatory Requirements

Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70.

1.6.3 Alternative Qualifications

Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished.

1.6.4 Service Support

The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

1.6.5 Manufacturer's Nameplate

Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.6.6 Modification of References

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction," or words of similar meaning, to mean the Contracting Officer.

1.6.7 Material and Equipment Manufacturing Date

Products manufactured more than 3 years prior to date of delivery to site shall not be used, unless specified otherwise.

1.7 POSTED OPERATING INSTRUCTIONS

Provide for each system and principal item of equipment as specified in the technical sections for use by operation and maintenance personnel. The operating instructions shall include the following:

- a. Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
- b. Start up, proper adjustment, operating, lubrication, and shutdown procedures.
- c. Safety precautions.
- d. The procedure in the event of equipment failure.
- e. Other items of instruction as recommended by the manufacturer of each system or item of equipment.

Print or engrave operating instructions and frame under glass or in

approved laminated plastic. Post instructions where directed. For operating instructions exposed to the weather, provide weather-resistant materials or weatherproof enclosures. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

1.8 NAMEPLATES

ASTM D 709. Provide laminated plastic nameplates for each panelboard, equipment enclosure, relay, switch, and device; as specified in the technical sections or as indicated on the drawings. Each nameplate inscription shall identify the function and, when applicable, the position.

Nameplates shall be melamine plastic, 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be one by 2.5 inches. Lettering shall be a minimum of 0.25 inch high normal block style.

1.9 ELECTRICAL REQUIREMENTS

Electrical installations shall conform to IEEE C2, NFPA 70, and requirements specified herein.

1.9.1 New Work

Provide electrical components of mechanical equipment, such as control or push-button stations, float or pressure switches, solenoid valves, integral disconnects, and other devices functioning to control mechanical equipment, as well as control wiring and conduit for circuits rated 100 volts or less, to conform with the requirements of the section covering the mechanical equipment. The interconnecting power wiring and conduit, control wiring rated 120 volts (nominal) and conduit, and the electrical power circuits shall be provided under Division 16, except internal wiring for components of packaged equipment shall be provided as an integral part of the equipment. When equipment furnished is larger than sizes indicated, provide any required changes to the electrical service as may be necessary and related work as a part of the work for the section specifying that motor or equipment.

1.10 INSTRUCTION TO GOVERNMENT PERSONNEL

Where specified in the technical sections, furnish the services of competent instructors to give full instruction to designated Government personnel in the adjustment, operation, and maintenance of the specified systems and equipment, including pertinent safety requirements as required. Instructors shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance work. Instruction shall be given during the first regular work week after the equipment or system has been accepted and turned over to the Government for regular operation. The number of man-days (8 hours per day) of instruction furnished shall be as specified in the individual section.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PAINTING OF EQUIPMENT

3.1.1 Factory Applied

Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test and the additional requirements specified in the technical sections.

3.1.2 Field Applied

Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria. Painting shall be as specified in the section specifying the associated electrical equipment.

3.2 NAMEPLATE MOUNTING

Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two sheet-metal screws or two rivets.

-- End of Section --

SECTION 16120

INSULATED WIRE AND CABLE

11/91

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE Std 383 (1974; R 1992) Class 1E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA WC 7 (1988; Rev 3 1996)
Cross-Linked-Thermosetting-Polyethylene-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

NEMA WC 8 (1988) Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Installation Instructions

The Contractor shall submit cable manufacturing data.

SD-06 Test Reports

Tests, Inspections, and Verifications

Certified copies of test reports shall be submitted by the contractor.

1.3 DELIVERY, STORAGE, AND HANDLING

Furnish cables on reels or coils. Each cable and the outside of each reel or coil, shall be plainly marked or tagged to indicate the cable length, voltage rating, conductor size, and manufacturer's lot number and reel

number. Each coil or reel of cable shall contain only one continuous cable without splices. Reels shall remain the property of the Government.

1.4 PROJECT/SITE CONDITIONS

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Rated Circuit Voltages

All wire and cable shall have minimum rated circuit voltages in accordance with Table 3-1 of NEMA WC 7 or NEMA WC 8.

2.1.2 UTP Cable

UTP cable unshielded twisted pair (UTP) cable shall be of 18AWG solid copper conductors in twisted pairs. Insulation shall be PVC with clear polyester core wrap and an ethylene propylene copolymer jacket suitable for direct burial and overhead exposure lashed to a messenger.

2.1.3 Conductors

2.1.3.1 Material

Conductors shall conform to all the applicable requirements of Section 2 of NEMA WC 7 or Part 2 of NEMA WC 8 as applicable and shall be annealed copper. Copper conductors may be bare, or tin- or lead-alloy-coated, if required by the type of insulation used.

2.1.3.2 Size

Minimum wire size shall be No. 12 AWG for power and lighting circuits; No. 10 AWG for current transformer secondary circuits; No. 16 AWG for annunciator circuits; and No. 19 AWG for alarm circuits. Minimum wire sizes for rated circuit voltages of 2,001 volts and above shall not be less than those listed for the applicable voltage in Table 3-1 of Section 3 of NEMA WC 7 or Part 3 of NEMA WC 8, as applicable.

2.1.3.3 Stranding

Conductor stranding classes cited herein shall be as defined in Appendix L of NEMA WC 7 or NEMA WC 8, as applicable. Lighting conductors No. 10 AWG and smaller shall be solid or have Class B stranding. Any conductors used between stationary and moving devices, such as hinged doors or panels, shall have Class H or K stranding. All other conductors shall have Class B or C stranding, except that conductors shown on the drawings, or in the schedule, as No. 12 AWG may be 19 strands of No. 25 AWG, and conductors shown as No. 10 AWG may be 19 strands of No. 22 AWG.

2.1.4 Insulation

2.1.4.1 Insulation Material

Insulation shall be cross-linked thermosetting polyethylene (XLPE) type, meeting the requirements of Section 3 or paragraph 7.7 of NEMA WC 7 as applicable, or an ethylene-propylene rubber (EPR) type meeting the requirements of Part 3 of NEMA WC 8.

2.1.4.2 Insulation Thickness

The insulation thickness for each conductor shall be based on its rated circuit voltage.

a. Power Cables/Single-Conductor Control Cables, 2,000 Volts and Below - The insulation thickness for single-conductor cables rated 2,000 volts and below shall be as required by Table 3-1, Section 3 of NEMA WC 7 or Table 3-1, Part 3, of NEMA WC 8, as applicable. Column "A" thickness of Table 3-1 of NEMA WC 7 will be permitted only for single-conductor cross-linked thermosetting polyethylene insulated cables without a jacket. NEMA WC 8 ethylene-propylene rubber-insulated conductors shall have a jacket. Column "B" thickness shall apply to single-conductor cables that require a jacket and to individual conductors of multiple-conductor cables with an overall jacket.

b. Power Cables, Rated 2,001 Volts and Above - Thickness of insulation for power cables rated 2,001 volts and above shall be in accordance with the following:

(1) Non-shielded cables, 2,001 to 5,000 volts, shall comply with Note 3 to Table 3-1, of either NEMA WC 7 or NEMA WC 8, as applicable.

c. Multiple-Conductor Control Cables - The insulation thickness of multiple-conductor cables used for control and related purposes shall be as required by Table 7-32 of NEMA WC 7 or Table 7.5.1 of NEMA WC 8 as applicable.

2.1.5 Jackets

All cables shall have jackets meeting the requirements of Section 4 of NEMA WC 7, or Part 4 of NEMA WC 8, as applicable, and as specified herein. Individual conductors of multiple-conductor cables shall be required to have jackets only if they are necessary for the conductor to meet other specifications herein. Jackets of single-conductor cables and of individual conductors of multiple-conductor cables, except for shielded cables shall be in direct contact and adhere or be vulcanized to the conductor insulation. Multiple-conductor cables shall be provided with a common overall jacket, which shall be tightly and concentrically formed around the core. Repaired jacket defects found and corrected during manufacturing are permitted if the cable, including jacket, afterward fully meets these specifications and the requirements of the applicable standards.

2.1.5.1 Jacket Material

The jacket shall be one of the materials listed below. Variations from the materials required below will be permitted only if approved for each specific use, upon submittal of sufficient data to prove that they exceed all specified requirements for the particular application.

a. General Use

(1) Heavy-duty black neoprene (NEMA WC 8, paragraph 4.4.3).

(2) Heavy-duty chlorosulfonated polyethylene (NEMA WC 8, paragraph 4.4.10).

(3) Heavy-duty cross-linked (thermoset) chlorinated polyethylene (

NEMA WC 8, paragraph 4.4.11).

b. Accessible Use Only, 2,000 Volts or Less - Cables installed where they are entirely accessible, such as cable trays and raceways with removable covers, or where they pass through less than 10 feet of exposed conduit only, shall have jackets of one of the materials specified in above paragraph GENERAL USE, or the jackets may be of one of the following:

- (1) General-purpose neoprene (NEMA WC 8, paragraph 4.4.4).
- (2) Black polyethylene (NEMA WC 8, paragraph 4.4.6).
- (3) Thermoplastic chlorinated polyethylene (NEMA WC 8, paragraph 4.4.7).

2.1.5.2 Jacket Thickness

The minimum thickness of the jackets at any point shall be not less than 80 percent of the respective nominal thicknesses specified below.

a. Multiple-Conductor Cables - Thickness of the jackets of the individual conductors of multiple-conductor cables shall be as required by Section 4, Table 4-6 of NEMA WC 7 or Part 4, Table 4-4 of NEMA WC 8, and shall be in addition to the conductor insulation thickness required by Column B of Table 3-1 of the applicable NEMA publication for the insulation used. Thickness of the outer jackets or sheaths of the assembled multiple-conductor cables shall be as required by Section 4, Table 4-7, of NEMA WC 7 or Part 4, Table 4-5, of NEMA WC 8.

b. Single-Conductor Cables - Single-conductor cables, shall have a jacket thickness as specified in Section 4, Table 4-4 of NEMA WC 7 or Part 4, Table 4-2 of NEMA WC 8.

2.1.6 Identification

2.1.6.1 Color-coding

Insulation of individual conductors of multiple-conductor cables shall be color-coded in accordance with paragraph 5.3 of NEMA WC 8, except that colored braids will not be permitted. Only one color-code method shall be used for each cable construction type. Control cable color-coding shall be in accordance with Table 5-2 of NEMA WC 8. Power cable color-coding shall be black for Phase A, red for Phase B, blue for Phase C, white for grounded neutral, and green for an insulated grounding conductor, if included.

2.1.7 Cabling

Individual conductors of multiple-conductor cables shall be assembled with flame-and moisture-resistant fillers, binders, and a lay conforming to Part 5 of NEMA WC 8, except that flat twin cables will not be permitted. Fillers shall be used in the interstices of multiple-conductor round cables with a common covering where necessary to give the completed cable a substantially circular cross section. Fillers shall be non-hygroscopic material, compatible with the cable insulation, jacket, and other components of the cable. The rubber-filled or other approved type of binding tape shall consist of a material that is compatible with the other components of the cable and shall be lapped at least 10 percent of its width.

2.1.8 Dimensional Tolerance

The outside diameters of single-conductor cables and of multiple-conductor cables shall not vary more than 5 percent and 10 percent, respectively, from the manufacturer's published catalog data.

2.2 INSTALLATION INSTRUCTIONS

The following information shall be provided by the cable manufacturer for each size, conductor quantity, and type of cable furnished:

- a. Minimum bending radius, in inches - For multiple-conductor cables, this information shall be provided for both the individual conductors and the multiple-conductor cable.
- b. Pulling tension and sidewall pressure limits, in pounds.
- c. Instructions for stripping semiconducting insulation shields, if furnished, with minimum effort without damaging the insulation.
- d. Upon request, compatibility of cable materials and construction with specific materials and hardware manufactured by others shall be stated. Also, if requested, recommendations shall be provided for various cable operations, including installing, splicing, terminating, etc.

2.3 TESTS, INSPECTIONS, AND VERIFICATIONS

2.3.1 Cable Data

Manufacture of the wire and cable shall not be started until all materials to be used in the fabrication of the finished wire or cable have been approved by the Contracting Officer. Cable data shall be submitted for approval including dimensioned sketches showing cable construction, and sufficient additional data to show that these specifications will be satisfied.

2.3.2 Inspection and Tests

Inspection and tests of wire and cable furnished under these specifications shall be made by and at the plant of the manufacturer, and shall be witnessed by the Contracting Officer or his authorized representative, unless waived in writing. The Government may perform further tests before or after installation. Testing in general shall comply with Section 6 of NEMA WC 7 or Part 6 of NEMA WC 8. Specific tests required for particular materials, components, and completed cables shall be as specified in the sections of the above standards applicable to those materials, components, and cable types. Tests shall also be performed in accordance with the additional requirements specified below.

2.3.2.1 Flame Tests

All multiple-conductor and single-conductor cable assemblies shall pass IEEE Std 383 flame tests, paragraph 2.5, using the ribbon gas burner. Single-conductor cables and individual conductors of multiple-conductor cables shall pass the flame test of NEMA WC 7, paragraph 7.7.3.1.3. If such tests, however, have previously been made on identical cables, these tests need not be repeated. Instead, certified reports of the original

qualifying tests shall be submitted. In this case the reports furnished under paragraph REPORTS, shall verify that all of each cable's materials, construction, and dimensions are the same as those in the qualifying tests.

2.3.2.2 Independent Tests

The Government may at any time make visual inspections, continuity or resistance checks, insulation resistance readings, power factor tests, or dc high-potential tests at field test values. A cable's failure to pass these tests and inspections, or failure to produce readings consistent with acceptable values for the application, will be grounds for rejection of the cable.

2.3.2.3 Reports

Results of tests made shall be furnished. No wire or cable shall be shipped until authorized. Lot number and reel or coil number of wire and cable tested shall be indicated on the test reports.

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 16370

ELECTRICAL DISTRIBUTION SYSTEM, AERIAL
05/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C29.1	(1988; R 1996) Electrical Power Insulators - Test Methods
ANSI C29.2	(1992) Insulators - Wet-Process Porcelain and Toughened Glass - Suspension Type
ANSI C29.3	(1986; R 1995) Wet Process Porcelain Insulators - Spool Type
ANSI C29.8	(1985; R 1995) Wet-Process Porcelain Insulators - Apparatus, Cap and Pin Type
ANSI C29.9	(1983; R 1996) Wet-Process Porcelain Insulators - Apparatus, Post-Type
ANSI C57.12.20	(1997) Overhead Type Distribution Transformers, 500 KVA and Smaller: High Voltage 34 500 Volts and Below: Low Voltage, 7970/13 800 Y Volts and Below
ANSI C135.1	(1979) Galvanized Steel Bolts and Nuts for Overhead Line Construction
ANSI C135.2	(1999) Threaded Zinc-Coated Ferrous Strand-Eye Anchor Rods and Nuts for Overhead Line Construction
ANSI C135.4	(1987) Zinc-Coated Ferrous Eyebolts and Nuts for Overhead Line Construction
ANSI C135.14	(1979) Staples with Rolled or Slash Points for Overhead Line Construction
ANSI C135.22	(1988) Zinc-Coated Ferrous Pole-Top Insulator Pins with Lead Threads for Overhead Line Construction
ANSI O5.1	(2002) Specifications and Dimensions for Wood Poles

ASTM INTERNATIONAL (ASTM)

ASTM A 123/A 123M	(2002) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(2001a) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 575	(1996; R 2002) Steel Bars, Carbon, Merchant Quality, M-Grades
ASTM A 576	(1990b; R 2000) Steel Bars, Carbon, Hot-Wrought, Special Quality
ASTM B 1	(2001) Hard-Drawn Copper Wire
ASTM B 8	(1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus
ASTM D 923	(1997) Sampling Electrical Insulating Liquids
ASTM D 1654	(1992; R 2000) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
ASTM D 4059	(2000) Analysis of Polychlorinated Biphenyls in Insulating Liquids by Gas Chromatography

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C4	(1999) Poles - Preservative Treatment by Pressure Processes
AWPA P1/P13	(1995) Standard for Coal Tar Creosote for Land and Fresh Water and Marine (Coastal Water Use)
AWPA P5	(2000) Standards for Waterborne Preservatives
AWPA P8	(2000) Standards for Oil-Borne Preservatives
AWPA P9	(1998) Standards for Solvents for Organic Preservative Systems

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2	(2002) National Electrical Safety Code
IEEE C37.34	(1994) Test Code for High-Voltage Air Switches
IEEE C37.41	(1994; C37.41c) Design Tests for High-Voltage Fuses, Distribution Enclosed

Single-Pole Air Switches, Fuse
Disconnecting Switches, and Accessories

IEEE C57.12.00	(1993) Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
IEEE C57.19.00	(1991; R 1997) IEEE Standard General Requirements and Test Procedures for Outdoor Power Apparatus Bushings
IEEE C57.19.01	(1991; R 1997) Standard Performance Characteristics and Dimensions for Outdoor Apparatus Bushings
IEEE C62.1	(1989; R 1994) Surge Arresters for AC Power Circuits
IEEE C62.2	(1987; R 1994) Guide for the Application of Gapped Silicon-Carbide Surge Arresters for Alternating Current Systems
IEEE C62.11	(1999) Metal-Oxide Surge Arresters for Alternating Current Power Circuits (
IEEE Std 81	(1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)Normal Measurements
IEEE Std 100	(2000) IEEE Standard Dictionary of Electrical and Electronics Terms

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA LA 1	(1992; R 1999) Surge Arresters
NEMA SG 2	(1993) High Voltage Fuses

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2002) National Electrical Code
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UNDERWRITERS LABORATORIES (UL)

UL 467	(1993; Rev thru Apr 1999) Grounding and Bonding Equipment
UL 486A	(1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors
UL 486B	(1997; Rev Jun 1997) Wire Connectors for Use with Aluminum Conductors

1.2 GENERAL REQUIREMENTS

1.2.1 Terminology

Terminology used in this specification is as defined in IEEE Std 100.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Electrical Distribution System; G

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams and other information necessary to define the installation and enable the Government to check conformity with the requirements of the contract drawings. Detail drawings shall as a minimum include:

- a. Poles.
- b. Transformers.
- c. Conductors.
- d. Insulators.
- e. Surge arresters.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures shall be submitted with the detail drawings. Approved departures shall be made at no additional cost to the Government.

Detail drawings shall show how components are assembled, function together and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall consist of the following:

- a. Detail drawings showing physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit or busway entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. Optional items shall be clearly identified as included or excluded.

b. Internal wiring diagrams of equipment showing wiring as actually provided for this project. External wiring connections shall be clearly identified.

As-Built Drawings; G

The as-built drawings shall be a record of the construction as installed. The drawings shall include the information shown on the contract drawings as well as deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full sized set of prints marked to reflect deviations, modifications, and changes. The as-built drawings shall be complete and show the location, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction.

The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

SD-03 Product Data

Catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material and Equipment; G

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include the item number, the quantity of items proposed, and the name of the manufacturer of the item.

General Installation Requirements; G

As a minimum, installation procedures for transformers. Procedures shall include diagrams, instructions, and precautions required to install, adjust, calibrate, and test the devices and equipment.

SD-06 Test Reports

Factory Tests; G

Certified factory test reports shall be submitted when the manufacturer performs routine factory tests, including tests required by standards listed in paragraph REFERENCES. Results of factory tests performed shall be certified by the manufacturer, or an approved testing laboratory, and submitted within 7 days following successful completion of the tests specified in applicable publications or in these specifications.

Field Testing; G

A proposed field test plan 15 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits.

Operating Tests; G

Six copies of the information described below in 8-1/2 by 11 inch binders having a minimum of 5 rings, and including a separate section for each test. Sections shall be separated by heavy plastic dividers with tabs.

- a. A list of equipment used, with calibration certifications.
- b. A copy of measurements taken.
- c. The dates of testing.
- d. The equipment and values to be verified.
- e. The condition specified for the test.
- f. The test results, signed and dated.
- g. A description of adjustments made.

SD-07 Certificates

Material and Equipment; G

Where materials or equipment are specified to conform to the standards of the Underwriters Laboratories (UL) or to be constructed or tested, or both, in accordance with the standards of the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers (IEEE), or the National Electrical Manufacturers Association (NEMA), the Contractor shall submit proof that the items provided under this section of the specifications conform to such requirements. The label of, or listing by, UL will be acceptable as evidence that the items conform thereto. Either a certification or a published catalog specification data statement, to the effect that the item is in accordance with the referenced ANSI or IEEE standard, will be acceptable as evidence that the item conforms thereto. A similar certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard, by a company listed as a member company of NEMA, will be acceptable as evidence that the item conforms thereto. In lieu of such certification or published data, the Contractor may submit a certificate from a recognized testing agency equipped and competent to perform such services, stating that the items have been tested and that they conform to the requirements listed, including methods of testing of the specified agencies.

SD-10 Operation and Maintenance Data

Electrical Distribution System; G

Six copies of Operation and Maintenance manuals electrical distribution system shall be provided, within 7 calendar days following the completion of tests and shall include assembly, installation, operation and maintenance instructions, spare parts data which provides supplier name, current cost, catalog order number, and a recommended list of spare parts to be stocked. Manuals shall also include data outlining detailed procedures for system startup and operation, and a troubleshooting guide which lists possible operational problems and corrective action to be taken. A brief description of all equipment, basic operating features, and routine maintenance requirements shall also be included. Documents shall be bound in a binder marked or identified on the spine and front cover. A table of contents page shall be included and marked with pertinent contract information and contents of the manual. Tabs shall be provided to separate different types of documents, such as catalog ordering information, drawings, instructions, and spare-parts data. Index sheets shall be provided for each section of the manual when warranted by the quantity of documents included under separate tabs or dividers. Three additional copies of the instructions manual shall be provided within 30 calendar days following the manuals.

Three additional copies of the instructions manual within 30 calendar days following the approval of the manuals.

1.4 DELIVERY, STORAGE, AND HANDLING

Devices and equipment shall be visually inspected by the Contractor when received and prior to acceptance from conveyance. Stored items shall be protected from the environment in accordance with the manufacturer's published instructions. Damaged items shall be replaced. Oil filled transformers and switches shall be stored in accordance with the manufacturer's requirements. .

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

Products shall conform to the following requirements. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.2 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

2.3 NAMEPLATES

2.3.1 General

Each major component shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a nameplate securely attached to the equipment. Equipment containing liquid-dielectrics shall have the type of dielectric on the nameplate. Nameplates shall be made of

noncorrosive metal. As a minimum, nameplates shall be provided for transformers, regulators, circuit breakers, capacitors, meters and switches.

2.3.2 Liquid-Filled Transformer Nameplates

Power transformers shall be provided in accordance with IEEE C57.12.00. Nameplates shall indicate the number of gallons and composition of liquid-dielectric, and shall be permanently marked with a statement that the transformer dielectric to be supplied is non-polychlorinated biphenyl. If transformer nameplate is not so marked, the Contractor shall furnish manufacturer's certification for each transformer that the dielectric is non-PCB classified, with less than 50 ppm PCB content in accordance with paragraph LIQUID DIELECTRICS. Certifications shall be related to serial numbers on transformer nameplates. Transformer dielectric exceeding the 50 ppm PCB content or transformers without certification will be considered as PCB insulated and will not be accepted.

2.4 CORROSION PROTECTION

2.4.1 Aluminum Materials

Aluminum shall not be used.

2.4.2 Ferrous Metal Materials

2.4.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

2.4.2.2 Equipment

Equipment and component items, including but not limited to transformers and ferrous metal luminaires not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 480 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1/16 inch from the test mark. The described test mark and test evaluation shall be in accordance with ASTM D 1654 with a rating of not less than 7 in accordance with TABLE 1, (procedure A). Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

2.4.3 Finishing

Painting shall be required for surfaces not otherwise specified and finish painting required of items only primed at the factory.

2.5 CONDUCTORS, CONNECTORS, AND SPLICES

2.5.1 Copper Conductors

Hard-drawn-copper conductors shall comply with ASTM B 1 and ASTM B 8 as appropriate for the conductor size.

2.5.2 Connectors and Splices

Connectors and splices shall be of copper alloys for copper conductors,

aluminum alloys for aluminum-composition conductors, and a type designed to minimize galvanic corrosion for copper to aluminum-composition conductors. Aluminum-composition and aluminum-composition to copper shall comply with UL 486B, and copper-to-copper shall comply with UL 486A.

2.6 MEDIUM-VOLTAGE LINES

2.6.1 Insulated Medium-Voltage Jumpers

Insulated medium-voltage conductors shall be hard-drawn-copper, CU. Conductors larger than No. 2 AWG shall be stranded.

2.7 POLES AND HARDWARE

Poles shall be of lengths and classes indicated.

2.7.1 Wood Poles

Wood poles shall comply with ANSI O5.1, and shall be pressure treated in accordance with AWPAC4, with creosote conforming to AWPAC1/P13 or with oil-borne preservatives and petroleum conforming to AWPAC8 and AWPAC9, respectively, and waterborne preservatives conforming to AWPAC5. Waterborne preservatives shall be either chromated or ammoniacal copper arsenate. Any species listed in ANSI O5.1 for which a preservative treatment is not specified in AWPAC4, shall not be used; northern white cedar, if treated as specified for western red cedar, and western fir, if treated as specified for Douglas fir, may be used. Wood poles shall have pole markings located approximately 10 feet from pole butts for poles 50 feet or less in length, and 14 feet from the pole butts for poles longer than 55 feet in length. Poles shall be machine trimmed by turning smooth full length, and shall be roofed, gained, and bored prior to pressure treatment. Where poles are not provided with factory-cut gains, metal gain plates shall be provided.

2.7.2 Pole Line Hardware

Zinc-coated hardware shall comply with ANSI C135.1, ANSI C135.2, ANSI C135.4, ANSI C135.14, ANSI C135.22. Steel hardware shall comply with ASTM A 575 and ASTM A 576. Hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M. Pole-line hardware shall be hot-dip galvanized steel. Washers shall be installed under boltheads and nuts on wood surfaces and elsewhere as required. Washers used on through-bolts and double-arming bolts shall be approximately 2-1/4 inches square and 3/16 inch thick. The diameter of holes in washers shall be the correct standard size for the bolt on which a washer is used. Washers for use under heads of carriage-bolts shall be of the proper size to fit over square shanks of bolts. Eye bolts, bolt eyes, eyenuts, strain-load plates, lag screws, guy clamps, fasteners, hooks, shims, and clevises shall be used wherever required to support and to protect poles, brackets, crossarms, guy wires, and insulators.

2.8 Low-Voltage Line Insulators

Low-voltage line insulators shall comply with ANSI C29.2 and ANSI C29.3 as applicable. Spool insulators for use on low-voltage lines shall be mounted on clevis attachments or secondary racks and shall be not smaller than Class 53-2.

2.8.1 Apparatus Insulators

Apparatus insulators shall comply with IEEE C57.19.00, IEEE C57.19.01, ANSI C29.8, and ANSI C29.9 as applicable.

2.9 FUSES AND SWITCHES, MEDIUM-VOLTAGE

2.9.1 Fuse Cutouts

7.2 kV fuses and cutouts shall comply with NEMA SG 2 and shall be of the loadbreak open type construction ratings and types indicated. Open-link cut-outs are not acceptable. Fuses shall be either indicating or dropout type. Fuse ratings shall be as indicated. Fuse cutouts shall be equipped with mounting brackets suitable for the indicated installations.

2.10 TRANSFORMERS

Transformers shall comply with IEEE C57.12.00 for general requirements and ANSI C57.12.20 for specific requirements for overhead transformers. Overhead distribution transformers shall be of the outdoor type, less-flammable liquid-insulated single-phase and have two separate windings per phase. Transformers shall be provided with necessary auxiliary mounting devices suitable for the indicated installation. Transformers shall have two 2-1/2 percent rated kVA high-voltage taps above and below rated primary voltage. Transformer installations shall include one primary fuse cutout and one surge arrester for each ungrounded phase conductor. Self-protected transformers are not acceptable. Transformer tanks shall have a standard gray finish.

2.11 SURGE ARRESTERS

Surge arresters shall comply with NEMA LA 1 and IEEE C62.1, IEEE C62.2, and IEEE C62.11, and shall be provided for protection of transformers and other indicated equipment. Arresters shall be distribution class, rated 9kV. Arresters shall be equipped with mounting brackets suitable for the indicated installations. Arresters shall be of the metal-oxide varistor or combination valve-metal-oxide varistor type suitable for outdoor installations.

2.12 GROUNDING AND BONDING

2.12.1 Driven Ground Rods

Ground rods shall be of copper-clad steel conforming to UL 467 not less than 3/4 inch in diameter by 10 feet in length of the sectional type driven full length into the earth.

2.12.2 Grounding Conductors

Grounding conductors shall be bare, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as the phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Bare conductors shall be ASTM B 8 soft-drawn unless otherwise indicated. Aluminum is not acceptable.

2.13 WARNING SIGNS

Warning signs shall be porcelain enameled steel or approved equal. Voltage warning signs shall comply with IEEE C2.

2.14 LIQUID DIELECTRICS

Liquid dielectrics for transformers, capacitors, reclosers, and other liquid-filled electrical equipment shall be non-polychlorinated biphenyl (PCB) mineral-oil or less-flammable liquid as specified. Nonflammable fluids shall not be used. Tetrachloroethylene (perchloroethylene) and 1, 2, 4 tetrachlorobenzene fluids shall not be used. Liquid dielectrics in retrofitted equipment shall be certified by the manufacturer as having less than 50 parts-per-million (ppm) PCB content. In lieu of the manufacturer's certification, the Contractor may submit a test sample of the dielectric in accordance with ASTM D 923 and have tests performed per ASTM D 4059 at a testing facility approved by the Contracting Officer. Equipment with test results indicating PCB level exceeding 50 ppm shall be replaced.

2.15 FACTORY TESTS

Factory tests shall be performed, as follows, in accordance with the applicable publications and with other requirements of these specifications.

- a. Transformers: Manufacturer's standard routine tests in accordance with IEEE C57.12.00.
- b. High-Voltage Air Switches: Manufacturer's standard tests in accordance with IEEE C37.34 and IEEE C37.41.
- c. High-Voltage Fuses: Manufacturer's standard tests in accordance with IEEE C37.41.
- d. Electric Power Insulators: Manufacturer's standard tests in accordance with ANSI C29.1.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions. Circuits installed in conduits or underground and splices and terminations for medium-voltage cable shall conform to the requirements of Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND. Secondary circuits installed in conduit on poles shall conform to the requirements of Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

3.1.1 Conformance to Codes

The installation shall comply with the requirements and recommendations of IEEE C2 for medium loading districts, Grade B construction. No reduction in clearance shall be made. The installation shall also comply with the applicable parts of NFPA 70.

3.1.2 Verification of Dimensions

The Contractor shall become familiar with details of the work, shall verify dimensions in the field, and shall notify the Contracting Officer of any discrepancy before performing any work.

3.2 POLE INSTALLATION

Joint-use electric/roadway-lighting poles for overhead electric and communication lines shall be wood poles utilizing crossarm construction. Cluster-mounted banked single-phase transformer installations shall be provided. Crossarm construction shall be provided for support of other equipment, except where direct-pole mounting is indicated. Provision for communication services is required on pole-line construction, except where specifically noted otherwise. A vertical pole space of not less than 2 feet shall be reserved at all locations.

3.2.1 Wood Pole Setting

Wood Pole Setting: Wood poles shall be set straight and firm. In normal firm ground, minimum pole-setting depths shall be as listed in Table II. In rocky or swampy ground, pole-setting depths shall be decreased or increased respectively in accordance with the local utility's published standards and as approved. In swampy or soft ground, a bog shoe shall be used where support for a pole is required. Poles in straight runs shall be in a straight line. Curved poles shall be placed with curvatures in the direction of the pole line. Poles shall be set to maintain as even a grade as practicable. When the average ground run is level, consecutive poles shall not vary more than 5 feet in height. When the ground is uneven, poles differing in length shall be kept to a minimum by locating poles to avoid the highest and lowest ground points. If it becomes necessary to shorten a pole, a piece shall be sawed off the top end and roofed. If any pole is shortened after treatment, the shortened end of the pole shall be given an application of hot preservative. Where poles are set on hilly terrain, along edges of cuts or embankments, or where soil may be washed out, special precautions shall be taken to ensure durable pole foundations, and the setting depth shall be measured from the lower side of the pole. Holes shall be dug large enough to permit proper use of tampers to the full depth of a hole. Earth shall be placed into the hole in 6 inch maximum layers, then thoroughly tamped before the next layer is placed. Surplus earth shall be placed around each pole in a conical shape and packed tightly to drain water away from poles.

TABLE II

MINIMUM POLE-SETTING DEPTH (FEET)

Length Overall Feet	Straight Lines	Curves, Corners, and Points of Extra Strain
30	5.5	5.5
35	6.0	6.0
40	6.5	6.5
45	6.5	7.0
50	7.0	7.5

3.3 EQUIPMENT ARMS

Equipment arms shall be set parallel or at right angles to lines as required to provide climbing space. Equipment arms shall be located below line construction to provide necessary wire and equipment clearances.

3.4 CONDUCTOR INSTALLATION

3.4.1 Line Conductors

Unless otherwise indicated, conductors shall be installed in accordance with manufacturer's approved tables of sags and tensions. Proper care shall be taken in handling and stringing conductors to avoid abrasions, sharp bends, cuts, kinks, or any possibility of damage to insulation or conductors. Conductors shall be paid out with the free end of conductors fixed and cable reels portable, except where terrain or obstructions make this method unfeasible. Bend radius for any insulated conductor shall not be less than the applicable NEMA specification recommendation. Conductors shall not be drawn over rough or rocky ground, nor around sharp bends. When installed by machine power, conductors shall be drawn from a mounted reel through stringing sheaves in straight lines clear of obstructions. Initial sag and tension shall be checked by the Contractor, in accordance with the manufacturer's approved sag and tension charts, within an elapsed time after installation as recommended by the manufacturer.

3.4.2 Connectors and Splices

Connectors and splices shall be mechanically and electrically secure under tension and shall be of the nonbolted compression type. The tensile strength of any splice shall be not less than the rated breaking strength of the conductor. Splice materials, sleeves, fittings, and connectors shall be noncorrosive and shall not adversely affect conductors. Aluminum-composition conductors shall be wire brushed and an oxide inhibitor applied before making a compression connection. Connectors which are factory-filled with an inhibitor are acceptable. Inhibitors and compression tools shall be of types recommended by the connector manufacturer. Primary line apparatus taps shall be by means of hot line clamps attached to compression type bail clamps (stirrups). Low-voltage connectors for copper conductors shall be of the solderless pressure type. Noninsulated connectors shall be smoothly taped to provide a waterproof insulation equivalent to the original insulation, when installed on insulated conductors. On overhead connections of aluminum and copper, the aluminum shall be installed above the copper.

3.4.3 Conductor-To-Insulator Attachments

Conductors shall be attached to insulators by means of clamps, shoes or tie wires, in accordance with the type of insulator. For insulators requiring conductor tie-wire attachments, tie-wire sizes shall be as indicated in TABLE II.

TABLE II

TIE-WIRE REQUIREMENTS

CONDUCTOR Copper (AWG)	TIE WIRE Soft-Drawn Copper (AWG)
6	8
4 and 2	6
1 through 3/0	4
4/0 and larger	2
AAC, AAAC, or ACSR (AWG)	AAAC OR AAC (AWG)
Any size	6 or 4

3.4.4 Low-Voltage Insulated Cables

Low-voltage cables shall be supported on clevis fittings using spool insulators. Dead-end clevis fittings and suspension insulators shall be provided where required for adequate strength. Dead-end construction shall provide a strength exceeding the rated breaking strength of the neutral messenger. Clevis attachments shall be provided with not less than 5/8 inch through-bolts. Secondary racks may be used when installed on wood poles and where the span length does not exceed 200 feet. Secondary racks shall be two-, three-, or four-wire, complete with spool insulators. Racks shall meet strength and deflection requirements for heavy-duty steel racks, and shall be either galvanized steel or aluminum alloy. Tops of insulator saddles shall be rounded and smooth to avoid damage to conductor insulation. Each insulator shall be held in place with a 5/8 inch button-head bolt equipped with a nonferrous cotter pin, or equivalent, at the bottom.

3.5 TRANSFORMER INSTALLATION

Transformers shall be carefully installed so as not to scratch finishes or damage bushings. Transformers shall be installed in accordance with the manufacturer's instructions. After installation, surfaces shall be inspected and scratches shall be touched up with a finish provided by the transformer manufacturer for this purpose. Three-phase transformer installations shall be installed with ABC phase sequence. Primary taps shall be set at Normal.

3.6 CONNECTIONS TO UTILITY LINES

The Contractor shall coordinate the work with the Contracting Officer and shall provide for final connections to the utility electric lines.

3.7 CONNECTIONS BETWEEN AERIAL AND UNDERGROUND SYSTEMS

Connections between aerial and underground systems shall be made as shown. Underground cables shall be extended up poles in conduit to cable terminations. Conduits shall be secured to poles by two-hole galvanized steel pipe straps spaced not more than 10 feet apart and with one support not more than 12 inches from any bend or termination. Cables shall be supported by devices separate from the conduit or guard, near their point of exit from the riser conduit or guard. Cables guards shall be secured in accordance with the manufacturers published procedure. Risers shall be equipped with bushings to protect cables.

3.8 CONNECTIONS TO BUILDINGS

3.8.1 Underground Services

Connections to buildings shall be made at the point indicated and shall be terminated at the service entrance equipment terminals. Cable pulling shall be in accordance with Section 16375, ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

3.9 GROUNDING

Noncurrent-carrying metal parts of equipment and conductor assemblies, such as luminaires, medium-voltage cable terminations and messengers, panel enclosures, transformers, and other noncurrent-carrying metal items shall be grounded. Additional grounding of equipment, neutral, and surge arrester grounding systems shall be installed at poles where indicated.

3.9.1 Grounding Electrodes

Grounding electrodes shall be installed as follows:

- a. Driven rod electrodes - Unless otherwise indicated, ground rods shall be located approximately 3 feet out from base of the pole and shall be driven into the earth until the tops of the rods are approximately 1 foot below finished grade. Multiple rods shall be evenly spaced at least 10 feet apart and connected together 2 feet below grade with a minimum No. 6 bare copper conductor.
- b. Ground Resistance - The maximum resistance of a driven ground rod shall not exceed 25 ohms under normally dry conditions. Whenever the required ground resistance is not met, provide additional electrodes interconnected with grounding conductors, to achieve the specified ground resistance. The additional electrodes will be up to three, 10 feet rods spaced a minimum of 10 feet apart. In high ground resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately. Connections below grade shall be fusion welded. Connections above grade shall be fusion welded or shall use UL 467 approved connectors.

3.9.2 Grounding and Bonding Connections

Connections above grade shall be made by the fusion-welding process or with bolted solderless connectors in compliance with UL 467, and those below grade shall be made by a fusion-welding process. Where grounding conductors are connected to aluminum-composition conductors, specially

treated or lined copper-to-aluminum connectors suitable for this purpose shall be used.

3.9.3 Grounding Electrode Conductors

On multi-grounded circuits, as defined in IEEE C2, provide a single continuous vertical grounding electrode conductor. Neutrals, surge arresters, and equipment grounding conductors shall be bonded to this conductor. For single grounded or ungrounded systems, provide a grounding conductor for the surge arrester and equipment grounding conductors and a separate grounding conductor for the secondary neutrals. Grounding electrode conductors shall be sized as shown. Secondary system neutral conductors shall be connected directly to the transformer neutral bushings, then connected with a neutral bonding jumper between the transformer neutral bushing and the vertical grounding electrode conductor, as shown. Grounding electrode conductors shall be stapled to wood poles at intervals not exceeding 2 feet. Bends greater than 45 degrees in grounding electrode conductor are not permitted.

3.10 FIELD TESTING

3.10.1 General

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 4 days prior to conducting tests. The Contractor shall furnish materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. Field reports will be signed and dated by the Contractor.

3.10.2 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.10.3 Ground-Resistance Tests

The resistance of each pole ground shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes shall be provided.

3.10.4 Pre-Energization Services

The following services shall be performed on the equipment listed below. These services shall be performed subsequent to testing but prior to the initial energization. The equipment shall be inspected to insure that installation is in compliance with the recommendations of the manufacturer and as shown on the detail drawings. Terminations of conductors at major equipment shall be inspected to ensure the adequacy of connections. Bare

and insulated conductors between such terminations shall be inspected to detect possible damage during installation. If factory tests were not performed on completed assemblies, tests shall be performed after the installation of completed assemblies. Components shall be inspected for damage caused during installation or shipment and to ensure that packaging materials have been removed. Components capable of being both manually and electrically operated shall be operated manually prior to the first electrical operation. Components capable of being calibrated, adjusted, and tested shall be calibrated, adjusted, and tested in accordance with the instructions of the equipment manufacturer. Items for which such services shall be provided, but are not limited to, are the following:

Transformers.

3.10.5 Operating Tests; G

After the installation is completed, and at such time as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the specified requirements. An operating test report shall be submitted in accordance with paragraph SUBMITTALS.

-- End of Section --

SECTION 16375

ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND
02/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C119.1 (1986; R 1997) Sealed Insulated
Underground Connector Systems Rated 600
Volts

ANSI C80.1 (1995) Rigid Steel Conduit - Zinc Coated

ASTM INTERNATIONAL (ASTM)

ASTM A 123/A 123M (2002) Zinc (Hot-Dip Galvanized) Coatings
on Iron and Steel Products

ASTM A 153/A 153M (2001a) Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM B 117 (1997) Operating Salt Spray (Fog) Apparatus

ASTM B 3 (2001) Soft or Annealed Copper Wire

ASTM B 496 (2001) Compact Round
Concentric-Lay-Stranded Copper Conductors

ASTM B 8 (1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

ASTM D 1654 (1992; R 2000) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)

AEIC CS5 (1994; CS5a-1995) Cross-Linked Polyethylene Insulated Shielded Power Cables Rated 5 Through 46 kV

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2 (2002) National Electrical Safety Code

IEEE Std 100 (2000) IEEE Standard Dictionary of Electrical and Electronics Terms

IEEE Std 81 (1983) Guide for Measuring Earth

Resistivity, Ground Impedance, and Earth
Surface Potentials of a Ground System
(Part 1) Normal Measurements

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

- NEMA FB 1 (2001) Fittings, Cast Metal Boxes, and
Conduit Bodies for Conduit and Cable
Assemblies
- NEMA WC 7 (1988; Rev 3 1996)
Cross-Linked-Thermosetting-Polyethylene-Insulated
Wire and Cable for the Transmission and
Distribution of Electrical Energy

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- NFPA 70 (2002) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

- UL 1242 (1996; Rev Mar 1998) Intermediate Metal
Conduit
- UL 467 (1993; Rev thru Apr 1999) Grounding and
Bonding Equipment
- UL 486A (1997; Rev thru Dec 1998) Wire Connectors
and Soldering Lugs for Use with Copper
Conductors
- UL 486B (1997; Rev Jun 1997) Wire Connectors for
Use with Aluminum Conductors
- UL 514A (1996; Rev Dec 1999) Metallic Outlet Boxes
- UL 6 (1997) Rigid Metal Conduit
- UL 651 (1995; Rev thru Oct 1998) Schedule 40 and
80 Rigid PVC Conduit

1.2 GENERAL REQUIREMENTS

1.2.1 Terminology

Terminology used in this specification is as defined in IEEE Std 100.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

As-Built Drawings; G

The as-built drawings shall be a record of the construction as

installed. The drawings shall include the information shown on the contract drawings as well as deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be a full sized set of prints marked to reflect deviations, modifications, and changes. The as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall provide three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within 10 calendar days from the time the drawings are returned to the Contractor.

SD-03 Product Data

Catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material and Equipment; G

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each such item.

SD-06 Test Reports

FIELD TESTING; G

SD-07 Certificates

Material and Equipment;

Where materials or equipment are specified to conform to the standards of the Underwriters Laboratories (UL) or to be constructed or tested, or both, in accordance with the standards of the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers (IEEE), or the National Electrical Manufacturers Association (NEMA), the Contractor shall submit proof that the items provided conform to such requirements.

The label of, or listing by, UL will be acceptable as evidence that the items conform. Either a certification or a published catalog specification data statement, to the effect that the item is in accordance with the referenced ANSI or IEEE standard, will be acceptable as evidence that the item conforms. A similar certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard, by a company listed as a member company of NEMA, will be acceptable as evidence that the item conforms. In lieu of such certification or published data, the Contractor may submit a certificate from a recognized testing agency equipped and competent to perform such services, stating that the items have

been tested and that they conform to the requirements listed, including methods of testing of the specified agencies. Compliance with above-named requirements does not relieve the Contractor from compliance with any other requirements of the specifications.

SD-10 Operation and Maintenance Data

Electrical Distribution System; G

Six copies of operation and maintenance manuals, within 7 calendar days following the completion of tests and including assembly, installation, operation and maintenance instructions, spare parts data which provides supplier name, current cost, catalog order number, and a recommended list of spare parts to be stocked. Manuals shall also include data outlining detailed procedures for system startup and operation, and a troubleshooting guide which lists possible operational problems and corrective action to be taken. A brief description of all equipment, basic operating features, and routine maintenance requirements shall also be included. Documents shall be bound in a binder marked or identified on the spine and front cover. A table of contents page shall be included and marked with pertinent contract information and contents of the manual. Tabs shall be provided to separate different types of documents, such as catalog ordering information, drawings, instructions, and spare parts data. Index sheets shall be provided for each section of the manual when warranted by the quantity of documents included under separate tabs or dividers.

Three additional copies of the instructions manual shall be provided within 30 calendar days following the manuals.

1.4 DELIVERY, STORAGE, AND HANDLING

Devices and equipment shall be visually inspected by the Contractor when received and prior to acceptance from conveyance. Stored items shall be protected from the environment in accordance with the manufacturer's published instructions. Damaged items shall be replaced.

1.5 EXTRA MATERIALS

Two complete sets of all special tools required for maintenance shall be provided, complete with a suitable tool box. Special tools are those that only the manufacturer provides, for special purposes (to access compartments, or operate, adjust, or maintain special parts).

PART 2 PRODUCTS

2.1 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.2 NAMEPLATES

2.2.1 General

Each major component of this specification shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a nameplate securely attached to the equipment. Nameplates shall be made of noncorrosive metal. Equipment containing liquid dielectrics shall have the type of dielectric on the nameplate. Sectionalizer switch nameplates shall have a schematic with all switch positions shown and labeled. As a minimum, nameplates shall be provided for transformers, circuit breakers, meters, switches, and switchgear.

2.3 CORROSION PROTECTION

2.3.1 Ferrous Metal Materials

2.3.1.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

2.3.1.2 Equipment

Equipment and component items, including but not limited to transformer stations and ferrous metal luminaries not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 480 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1/16 inch from the test mark. The scribed test mark and test evaluation shall be in accordance with ASTM D 1654 with a rating of not less than 7 in accordance with TABLE 1, (procedure A). Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

2.3.2 Finishing

Painting required for surfaces not otherwise specified and finish painting of items only primed at the factory shall be manufacturer's standard.

2.4 CABLES

Cables shall be single conductor copper type unless otherwise indicated.

2.4.1 General

Cables shall be manufactured for use in duct applications or as noted otherwise.

2.4.2 Ratings

Cables shall be rated for a circuit voltage as indicated.

2.4.3 Conductor Material

Underground cables shall be soft drawn copper complying with ASTM B 3 and ASTM B 8 for regular concentric and compressed stranding or ASTM B 496 for compact stranding.

2.4.4 Insulation

Cable insulation shall be cross-linked thermosetting polyethylene (XLP) insulation conforming to the requirements of NEMA WC 7 and AEIC CS5 for XHHW.

2.4.5 Low-Voltage Cables

Cables shall be rated 600 volts and shall conform to the requirements of NFPA 70, and must be UL listed for the application or meet the applicable section of either ICEA or NEMA standards.

2.4.5.1 Conductor Material

Underground cables shall be annealed copper complying with ASTM B 3 and ASTM B 8. Intermixing of copper and aluminum conductors is not permitted.

2.4.5.2 Insulation

Insulation must be in accordance with NFPA 70, and must be UL listed for the application or meet the applicable sections of either ICEA, or NEMA standards.

2.4.5.3 Jackets

Multiconductor cables shall have an overall PVC or polyethelene outer jacket.

2.5 CABLE JOINTS, TERMINATIONS, AND CONNECTORS

2.5.1 Low-Voltage Cable Splices

Low-voltage cable splices and terminations shall be rated at not less than 600 Volts. Splices in conductors No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A. Splices in conductors No. 8 AWG and larger shall be made with noninsulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A and UL 486B.

Splices shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket. Splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.

2.6 CONDUIT AND DUCTS

Ducts shall be single, round-bore type, with wall thickness and fittings suitable for the application. Duct lines shall be concrete-encased, Schedule 40 type.

2.6.1 Metallic Conduit

Intermediate metal conduit shall comply with UL 1242. Rigid galvanized steel conduit shall comply with UL 6 and ANSI C80.1. Metallic conduit fittings and outlets shall comply with UL 514A and NEMA FB 1.

2.6.2 Nonmetallic Ducts

2.6.2.1 Concrete Encased Ducts

UL 651 Schedule 40.

2.6.2.2 Direct Burial

UL 651 as indicated.

2.6.3 Conduit Sealing Compound

Compounds for sealing ducts and conduit shall have a putty-like consistency workable with the hands at temperatures as low as 35 degrees F, shall neither slump at a temperature of 300 degrees F, nor harden materially when exposed to the air. Compounds shall adhere to clean surfaces of fiber or plastic ducts; metallic conduits or conduit coatings; concrete, masonry, or lead; any cable sheaths, jackets, covers, or insulation materials; and the common metals. Compounds shall form a seal without dissolving, noticeably changing characteristics, or removing any of the ingredients. Compounds shall have no injurious effect upon the hands of workmen or upon materials.

2.7 GROUNDING AND BONDING

2.7.1 Driven Ground Rods

Ground rods shall be copper-clad steel conforming to UL 467 not less than 3/4 inch in diameter by 10 feet in length. Sectional type rods may be used.

2.7.2 Grounding Conductors

Grounding conductors shall be bare, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Bare conductors shall be ASTM B 8 soft-drawn unless otherwise indicated. Aluminum is not acceptable.

2.8 CONCRETE AND REINFORCEMENT

Concrete work shall have minimum 3000 psi compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE CONCRETE.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions. Circuits installed aerially shall conform to the requirements of Section 16370 ELECTRICAL DISTRIBUTION SYSTEM, AERIAL. Steel conduits installed underground shall be installed and protected from corrosion in conformance with the requirements of Section 16415 ELECTRICAL WORK, INTERIOR. Except as covered herein, excavation, trenching, and backfilling shall conform to the requirements of Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

Concrete work shall have minimum 3000 psi compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE CONCRETE.

3.1.1 Conformance to Codes

The installation shall comply with the requirements and recommendations of NFPA 70 and IEEE C2 as applicable.

3.1.2 Verification of Dimensions

The Contractor shall become familiar with details of the work, shall verify dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing any work.

3.2 DUCT LINES

3.2.1 Requirements

Numbers and sizes of ducts shall be as indicated. Duct lines shall be laid with a minimum slope of 4 inches per 100 feet. Depending on the contour of the finished grade, the high-point may be at a terminal or between. Short-radius manufactured 90-degree duct bends may be used only for pole or equipment risers, unless specifically indicated as acceptable. The minimum manufactured bend radius shall be 18 inches for ducts of less than 3 inch diameter, and 36 inches for ducts 3 inches or greater in diameter. Otherwise, long sweep bends having a minimum radius of 25 feet shall be used for a change of direction of more than 5 degrees, either horizontally or vertically. Both curved and straight sections may be used to form long sweep bends, but the maximum curve used shall be 30 degrees and manufactured bends shall be used.

3.2.2 Treatment

Ducts shall be kept clean of concrete, dirt, or foreign substances during construction. Field cuts requiring tapers shall be made with proper tools and match factory tapers. A coupling recommended by the duct manufacturer shall be used whenever an existing duct is connected to a duct of different material or shape. Ducts shall be stored to avoid warping and deterioration with ends sufficiently plugged to prevent entry of any water or solid substances. Ducts shall be thoroughly cleaned before being laid. Plastic ducts shall be stored on a flat surface and protected from the direct rays of the sun.

3.2.3 Concrete Encasement

Ducts requiring concrete encasements shall comply with NFPA 70, except that electrical duct bank configurations for ducts 6 inches in diameter shall be determined by calculation and as shown on the drawings. The separation between adjacent electric power and communication ducts shall conform to IEEE C2. Duct line encasements shall be monolithic construction. Where a connection is made to a previously poured encasement, the new encasement shall be well bonded or doweled to the existing encasement. The Contractor shall submit proposed bonding method for approval in accordance with the detail drawing portion of paragraph SUBMITTALS. At any point, except railroad and airfield crossings, tops of concrete encasements shall be not less than the cover requirements listed in NFPA 70. At railroad and airfield crossings, duct lines shall be encased with concrete and reinforced as indicated to withstand specified surface loadings. Separators or spacing blocks shall be made of steel, concrete, plastic, or a combination of these materials placed not farther apart than 4 feet on centers. Ducts shall be securely anchored to prevent movement during the placement of concrete and joints shall be staggered at least 6 inches

vertically.

3.2.4 Ductbank Identification

The top 2" of the concrete ductbank shall be poured with concrete having red dye added. A yellow plastic film warning tape shall be installed continuously a minimum of 6" of the ductbank.

3.2.5 Installation of Couplings

Joints in each type of duct shall be made up in accordance with the manufacturer's recommendations for the particular type of duct and coupling selected and as approved.

3.2.5.1 Plastic Duct

Duct joints shall be made by brushing a plastic solvent cement on insides of plastic coupling fittings and on outsides of duct ends. Each duct and fitting shall then be slipped together with a quick 1/4-turn twist to set the joint tightly.

3.3 CONNECTIONS BETWEEN AERIAL AND UNDERGROUND SYSTEMS

Connections between aerial and underground systems shall be made as shown. Underground cables shall be extended up poles in conduit to cable terminations. Conduits shall be secured to the poles by 2-hole galvanized steel pipe straps spaced not more than 10 feet apart and with 1 strap not more than 12 inches from any bend or termination. Conduits shall be equipped with weatherheads to protect cables and minimize water entry. Cables shall be supported by devices separate from the conduit near their point of exit from the conduit.

3.3.1 Pole Installation

Pole installation shall be in accordance with Section 16370 ELECTRICAL DISTRIBUTION SYSTEM, AERIAL.

3.4 CONNECTIONS TO BUILDINGS

Cables shall be extended into the various buildings as indicated, and shall be connected to the first applicable termination point in each building. Interfacing with building interior conduit systems shall be at conduit stubouts terminating 5 feet outside of a building and 2 feet below finished grade as specified and provided under Section 16415 ELECTRICAL WORK, INTERIOR. After installation of cables, conduits shall be sealed duct seal to prevent entrance of moisture or gases into buildings.

3.5 GROUNDING

A ground consisting of the indicated configuration of bare copper conductors and driven ground rods shall be installed as shown. Equipment frames of metal-enclosed equipment, and other noncurrent-carrying metal parts, such as cable shields, cable sheaths and armor, and metallic conduit shall be grounded. Metallic frames and pull boxes shall be grounded by use of a braided, copper ground strap with equivalent ampacity of No. 6 AWG.

3.5.1 Grounding Electrodes

Grounding electrodes shall be installed as shown on the drawings and as

follows:

- a. Driven rod electrodes - Unless otherwise indicated, ground rods shall be driven into the earth until the tops of the rods are approximately 1 foot below finished grade.
- b. Additional electrodes - When the required ground resistance is not met, additional electrodes shall be provided interconnected with grounding conductors to achieve the specified ground resistance. The additional electrodes will be 10 feet rods spaced a minimum of 10 feet apart driven perpendicular to grade. In high ground resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately.

3.5.2 Grounding and Bonding Connections

Connections above grade shall be made by the fusion-welding process or with bolted solderless connectors, in compliance with UL 467, and those below grade shall be made by a fusion-welding process.

3.5.3 Grounding and Bonding Conductors

Grounding and bonding conductors include conductors used to bond transformer enclosures and equipment frames to the grounding electrode system. Grounding and bonding conductors shall be sized as shown, and located to provide maximum physical protection. Bends greater than 45 degrees in ground conductors are not permitted. Routing of ground conductors through concrete shall be avoided. When concrete penetration is necessary, nonmetallic conduit shall be cast flush with the points of concrete entrance and exit so as to provide an opening for the ground conductor, and the opening shall be sealed with a suitable compound after installation.

3.5.4 Surge Arrester Grounding

Lead lengths shall be kept as short as practicable with no kinks or sharp bends.

3.5.5 Riser Pole Grounding

A single continuous vertical grounding electrode conductor shall be installed on each riser pole and connected directly to the grounding electrodes indicated on the drawings or required by these specifications. All equipment, neutrals, surge arresters, and items required to be grounded shall be connected directly to this vertical conductor. The grounding electrode conductor shall be sized as shown. Grounding electrode conductors shall be stapled to wood poles at intervals not exceeding 2 feet.

3.6 FIELD TESTING; G

3.6.1 General

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 5 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspections recommended by the manufacturer unless

specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. Field test reports shall be signed and dated by the Contractor.

3.6.2 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.6.3 Ground-Resistance Tests

The resistance of each grounding electrode. Each grounding electrode system shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes must still be provided.

- a. Single rod electrode - 25 ohms.

3.6.4 Operating Tests

After the installation is completed, and at such times as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the requirements herein. An operating test report shall be submitted in accordance with paragraph SUBMITTALS.

3.7 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

-- End of Section --

SECTION 16415

ELECTRICAL WORK, INTERIOR
02/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C39.1 (1981; R 1992) Requirements for Electrical
Analog Indicating Instruments

ASTM INTERNATIONAL (ASTM)

ASTM B 1 (2001) Hard-Drawn Copper Wire

ASTM B 8 (1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

ASTM D 709 (2001) Laminated Thermosetting Materials

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE Std 81 (1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1) Normal Measurements

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1 (2002) Molded-Case Circuit Breakers, Molded Case Switches, and Circuit-Breaker Enclosures

NEMA ICS 6 (1993; R 2001) Industrial Control and Systems: Enclosures

NEMA OS 1 (1996) Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports

NEMA RN 1 (1998) Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit

NEMA TC 2 (2003) Electrical Polyvinyl Chloride (PVC) Tubing (EPT) and Conduit

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 101 (2003) Code for Safety to Life from Fire in Buildings and Structures

NFPA 70	(2002) National Electrical Code
UNDERWRITERS LABORATORIES (UL)	
UL 1	(2000) Flexible Metal Conduit
UL 1660	(2000) Liquid-Tight Flexible Nonmetallic Conduit
UL 360	(1996; Rev thru Oct 1997) Liquid-Tight Flexible Steel Conduit
UL 467	(1993; Rev thru Apr 1999) Grounding and Bonding Equipment
UL 486A	(1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors
UL 486E	(1994; Rev thru Feb 1997) Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors
UL 50	(1995; Rev thru Nov 1999) Enclosures for Electrical Equipment
UL 514A	(1996; Rev Dec 1999) Metallic Outlet Boxes
UL 514B	(1997; Rev Oct 1998) Fittings for Cable and Conduit
UL 6	(1997) Rigid Metal Conduit
UL 651	(1995; Rev thru Oct 1998) Schedule 40 and 80 Rigid PVC Conduit
UL 651A	(1995; Rev thru Apr 1998) Type EB and A Rigid PVC Conduit and HDPE Conduit
UL 83	(1998; Rev thru Sep 1999) Thermoplastic-Insulated Wires and Cables
UL Elec Const Dir	(1999) Electrical Construction Equipment Directory

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of NFPA 70 and NFPA 101, unless more stringent requirements are indicated or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible.

Lighting fixtures, outlets, and other equipment and materials shall be carefully coordinated with mechanical or structural features prior to installation and positioned according to architectural reflected ceiling plans; otherwise, lighting fixtures shall be symmetrically located according to the room arrangement when uniform illumination is required, or asymmetrically located to suit conditions fixed by design and shown. Raceways, junction and outlet boxes, and lighting fixtures shall not be supported from sheet metal roof decks. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. The Contractor shall coordinate the electrical requirements of the mechanical work and provide all power related circuits, wiring, hardware and structural support, even if not shown on the drawings.

1.2.3 Special Environments

1.2.3.1 Weatherproof Locations

Wiring, Fixtures, and equipment in designated locations shall conform to NFPA 70 requirements for installation in damp or wet locations.

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 Nameplates

1.2.5.1 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the motor control center or panel. Unless otherwise specified, identification nameplates shall be made of laminated plastic in accordance with ASTM D 709 with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved nonadhesive metal fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panelboard, motor control center, switchgear, and switchboard shall have a nameplate to indicate the phase letter, corresponding color and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 1/4 inch
High Letters

Minimum 1/8 inch
High Letters

Equipment Enclosures

Control Power Transformers
Control Devices
Instrument Transformers

1.2.6 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 2 sets of as-built drawings to the Contracting Officer.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Manufacturer's Catalog; G.

Data composed of catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

As-built Drawings; G

1.4 WORKMANSHIP

Materials and equipment shall be installed in accordance with NFPA 70, recommendations of the manufacturer, and as shown.

PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.1 CABLES AND WIRES

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be stranded unless specifically indicated otherwise. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. All conductors shall be copper.

2.1.1 Insulation

Unless indicated otherwise, or required by NFPA 70, power and lighting wires shall be 600-volt, Type XHHW, except that grounding wire may be type TW conforming to UL 83; remote-control and signal circuits shall be Type TW, THW or TF, conforming to UL 83. Where lighting fixtures require 90-degree Centigrade (C) conductors, provide only conductors with 90-degree C insulation or better.

2.1.2 Bonding Conductors

ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger

diameter.

2.2 CIRCUIT BREAKERS

2.2.1 MOLDED-CASE CIRCUIT BREAKERS

Molded-case circuit breakers shall conform to NEMA AB 1. Circuit breakers may be installed in panelboards or enclosures.

2.2.1.1 Construction

Circuit breakers shall be suitable for mounting and operating in any position. Lug shall be listed for copper and aluminum conductors in accordance with UL 486E. Single-pole circuit breakers shall be full module size with not more than one pole per module. Multi-pole circuit breakers shall be of the common-trip type having a single operating handle such that an overload or short circuit on any one pole will result in all poles opening simultaneously. Sizes of 100 amperes or less may consist of single-pole breakers permanently factory assembled into a multi-pole unit having an internal, mechanical, nontamperable common-trip mechanism and external handle ties. All circuit breakers shall have a quick-make, quick-break overcenter toggle-type mechanism, and the handle mechanism shall be trip-free to prevent holding the contacts closed against a short-circuit or sustained overload. All circuit breaker handles shall assume a position between "ON" and "OFF" when tripped automatically. All ratings shall be clearly visible.

2.2.1.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. The interrupting rating of the circuit breakers shall be at least equal to the available short-circuit current at the line terminals of the circuit breaker and correspond to the UL listed integrated short-circuit current rating specified for the panelboards. Molded-case circuit breakers shall have nominal voltage ratings, maximum continuous-current ratings, and maximum short-circuit interrupting ratings in accordance with NEMA AB 1. Ratings shall be coordinated with system X/R ratio.

2.2.1.3 Thermal-Magnetic Trip Elements

Thermal magnetic circuit breakers shall be provided as shown. Automatic operation shall be obtained by means of thermal-magnetic tripping devices located in each pole providing inverse time delay and instantaneous circuit protection.

2.3 CONDUIT AND TUBING

2.4 Flexible Conduit, Steel and Plastic

General-purpose type, UL 1; liquid tight, UL 360, and UL 1660.

2.5 PVC Coated Rigid Steel Conduit

NEMA RN 1.

2.6 Rigid Metal Conduit

UL 6.

2.7 Rigid Plastic Conduit

NEMA TC 2, UL 651 and UL 651A.

2.8 CONDUIT AND DEVICE BOXES AND FITTINGS

2.8.1 Boxes, Metallic Outlet

NEMA OS 1 and UL 514A.

2.8.2 Fittings, PVC, for Use with Rigid PVC Conduit and Tubing

UL 514B.

2.9 CONDUIT COATINGS PLASTIC RESIN SYSTEM

NEMA RN 1, Type A-40.

2.10 CONNECTORS, WIRE PRESSURE

2.10.1 For Use With Copper Conductors

UL 486A.

2.11 ELECTRICAL GROUNDING AND BONDING EQUIPMENT

UL 467.

2.11.1 Ground Rods

Ground rods shall be of copper-clad steel conforming to UL 467 not less than 3/4 inch in diameter by 10 feet in length of the sectional type driven full length into the earth.

2.12 ENCLOSURES

NEMA ICS 6 unless otherwise specified.

2.12.1 Cabinets and Boxes

Cabinets and boxes with volume greater than 100 cubic inches shall be in accordance with UL 50, hot-dip, zinc-coated, if sheet steel.

2.13 INSTRUMENTS, ELECTRICAL INDICATING

ANSI C39.1.

PART 3 EXECUTION

3.1 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following specifications.

3.1.1 Ground Rods

The resistance to ground shall be measured using the fall-of-potential method described in IEEE Std 81. The maximum resistance of a driven ground shall not exceed 25 ohms under normally dry conditions. If this resistance cannot be obtained with a single rod, 2 additional rods not less than 6 feet on centers shall be driven with the first rod. In high-ground-resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately. Connections below grade shall be fusion welded. Connections above grade shall be fusion welded or shall use UL 467 approved connectors.

3.1.2 Grounding Conductors

A green equipment grounding conductor, sized in accordance with NFPA 70 shall be provided, regardless of the type of conduit. Equipment grounding bars shall be provided in all panelboards. The equipment grounding conductor shall be carried back to the service entrance grounding connection or separately derived grounding connection. All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that they are wired or bonded into a common junction. Metallic boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per NFPA 70. When switches, or other utilization devices are installed, any designated grounding terminal on these devices shall also be bonded to the equipment grounding conductor junction with a short jumper.

3.2 WIRING METHODS

Wiring shall conform to NFPA 70, the contract drawings, and the following specifications. Unless otherwise indicated, wiring shall consist of insulated conductors installed in rigid zinc-coated steel conduit, electrical metallic tubing and PVC coated conduit be installed in areas permitted by NFPA 70. Wire fill in conduits shall be based on NFPA 70 for the type of conduit and wire insulations specified. Wire fill in conduits located in Class I or II hazardous areas shall be limited to 25 percent of the cross sectional area of the conduit.

3.2.1 Conduit and Tubing Systems

Conduit and tubing systems shall be installed as indicated. Conduit sizes shown are based on use of copper conductors with insulation types as described in paragraph WIRING METHODS. Minimum size of raceways shall be 3/4 inch. Only metal conduits will be permitted when conduits are required for shielding or other special purposes indicated, or when required by conformance to NFPA 70. Nonmetallic conduit may be used in damp, wet or corrosive locations when permitted by NFPA 70 and the conduit system is provided with appropriate boxes, covers, clamps, screws or other appropriate type of fittings. Electrical metallic tubing (EMT) may be installed only within buildings. Bushings, manufactured fittings or boxes providing equivalent means of protection shall be installed on the ends of all conduits and shall be of the insulating type, where required by NFPA 70. Only UL listed adapters shall be used to connect EMT to rigid metal conduit, cast boxes, and conduit bodies.

3.2.1.1 Pull Wires

A pull wire shall be inserted in each empty raceway in which wiring is to be installed if the raceway is more than 50 feet in length and contains more than the equivalent of two 90-degree bends, or where the raceway is more than 150 feet in length. The pull wire shall be of No. 14 AWG zinc-coated steel, or of plastic having not less than 200 pounds per square inch tensile strength. Not less than 10 inches of slack shall be left at each end of the pull wire.

3.2.1.2 Conduit Stub-Ups

Where conduits are to be stubbed up through concrete floors or above grade, a short elbow shall be installed below grade to transition from the horizontal run of conduit to a vertical run.

3.2.1.3 In the Ground

Electrical wiring entering the ground shall be protected by a conduit system. Conduit shall be rigid steel. Rigid steel in the earth shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system.

3.2.1.4 Changes in Direction of Runs

Changes in direction of runs shall be made with symmetrical bends or cast-metal fittings. Field-made bends and offsets shall be made with an approved hickey or conduit-bending machine. Crushed or deformed raceways shall not be installed. Trapped raceways in damp and wet locations shall be avoided where possible. Lodgment of plaster, dirt, or trash in raceways, boxes, fittings and equipment shall be prevented during the course of construction. Clogged raceways shall be cleared of obstructions or shall be replaced.

3.2.1.5 Supports

Metallic conduits and tubing, and the support system to which they are attached, shall be securely and rigidly fastened in place to prevent vertical and horizontal movement at intervals of not more than 10 feet and within 3 feet of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage or deformation to the structure. Loads shall not be applied to joist bridging. Attachment shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws, welded threaded studs, heat-treated or spring-steel-tension clamps on steel work. Nail-type nylon anchors or threaded studs driven in by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine screws. Raceways or pipe straps shall not be welded to steel structures. Cutting the main reinforcing bars in reinforced concrete beams or joists shall be avoided when drilling holes for support anchors. Holes drilled for support anchors, but not used, shall be filled. In partitions of light steel construction, sheet-metal screws may be used. Raceways shall not be supported using wire or nylon ties. Raceways shall be independently supported from the structure. Upper raceways shall not be used as a means of support for lower raceways. Supporting means shall not be shared between electrical raceways and mechanical piping or ducts.

Cables and raceways shall not be supported by ceiling grids. Except where permitted by NFPA 70, wiring shall not be supported by ceiling support systems. Conduits shall be fastened to sheet-metal boxes and cabinets with two locknuts where required by NFPA 70, where insulating bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, a single locknut and bushing may be used. Threadless fittings for electrical metallic tubing shall be of a type approved for the conditions encountered. Additional support for horizontal runs is not required when EMT rests on steel stud cutouts.

3.2.1.6 Exposed Raceways

Exposed raceways shall be installed parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings. Raceways under raised floors and above accessible ceilings shall be considered as exposed installations in accordance with NFPA 70 definitions.

3.2.2 Cables and Conductors

Installation shall conform to the requirements of NFPA 70. Covered, bare or insulated conductors of circuits rated over 600 volts shall not occupy the same equipment wiring enclosure, cable, or raceway with conductors of circuits rated 600 volts or less.

3.2.2.1 Sizing

Unless otherwise noted, all sizes are based on copper conductors and the insulation types indicated. Sizes shall be not less than indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 100 feet long and of 277 volts more than 230 feet long, from panel to load center, shall be no smaller than No. 10 AWG.

3.2.2.2 Use of Aluminum Conductors in Lieu of Copper

Aluminum conductors shall not be used.

3.2.2.3 Conductor Identification and Tagging

Power, control, and signal circuit conductor identification shall be provided within each enclosure where a tap, splice, or termination is made.

Where several feeders pass through a common pull box, the feeders shall be tagged to indicate clearly the electrical characteristics, circuit number, and panel designation. Phase conductors of low voltage power circuits shall be identified by color coding. Phase identification by a particular color shall be maintained continuously for the length of a circuit, including junctions.

- a. Color coding shall be provided for service, feeder, branch, and ground conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in the same raceway or box, other neutral shall be white with colored (not green) stripe. The color coding for 3-phase and single-phase low voltage systems shall be as follows:

277/480-volt, 3-phase: Brown(A), orange(B), and yellow(C).
120/240-volt, 1-phase: Black and red.

- b. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by the use of half-lapped bands of colored electrical tape wrapped around the insulation for a minimum of 3 inches of length near the end, or other method as submitted by the Contractor and approved by the Contracting Officer.
- c. Control and signal circuit conductor identification shall be made by color-coded insulated conductors, plastic-coated self-sticking printed markers, permanently attached stamped metal foil markers, or equivalent means as approved. Control circuit terminals of equipment shall be properly identified. Terminal and conductor identification shall match that shown on approved detail drawings. Hand lettering or marking is not acceptable.

3.3 BOXES AND SUPPORTS

Boxes shall be provided in the wiring or raceway systems where required by NFPA 70 for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate, except where minimum mounting heights for hazardous areas are required by NFPA 70. Unless otherwise indicated, boxes for wall switches shall be mounted 48 inches above finished floors. Switch and outlet boxes located on opposite sides of fire rated walls shall be separated by a minimum horizontal distance of 24 inches. The total combined area of all box openings in fire rated walls shall not exceed 100 square inches per 100 square feet. Maximum box areas for individual boxes in fire rated walls vary with the manufacturer and shall not exceed the maximum specified for that box in UL Elec Const Dir. Only boxes listed in UL Elec Const Dir shall be used in fire rated walls.

3.3.1 Box Applications

Each box shall have not less than the volume required by NFPA 70 for number of conductors enclosed in box. Boxes for metallic raceways shall be listed for the intended use when located in normally wet locations, when flush or surface mounted on outside of exterior surfaces, or when located in hazardous areas. Boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces shall be gasketed. Boxes for mounting lighting fixtures shall be not less than 4 inches square, or octagonal, except smaller boxes may be installed as required by fixture configuration, as approved. Cast-metal boxes with 3/32 inch wall thickness are acceptable. Large size boxes shall be NEMA 3R 4X or as shown. Boxes in other locations shall be sheet steel.

3.3.2 Brackets and Fasteners

Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and metal expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screw or welded studs on steel work. Threaded studs driven in by powder charge and provided with lockwashers and nuts, or nail-type nylon anchors may be used in lieu of expansion shields, or machine screws. Penetration of more than 1-1/2 inches into reinforced-concrete beams or more than 3/4 inch into reinforced-concrete joists shall avoid cutting any main reinforcing steel. The use of brackets which depend on gypsum

wallboard or plasterboard for primary support will not be permitted. In partitions of light steel construction, bar hangers with 1 inch long studs, mounted between metal wall studs or metal box mounting brackets shall be used to secure boxes to the building structure. When metal box mounting brackets are used, additional box support shall be provided on the side of the box opposite the brackets. This additional box support shall consist of a minimum 12 inch long section of wall stud, bracketed to the opposite side of the box and secured by two screws through the wallboard on each side of the stud. Metal screws may be used in lieu of the metal box mounting brackets.

3.3.3 Mounting in Walls, Ceilings, or Recessed Locations

In walls or ceilings of concrete, tile, or other non-combustible material, boxes shall be installed so that the edge of the box is not recessed more than 1/4 inch from the finished surface. Boxes mounted in combustible walls or ceiling material shall be mounted flush with the finished surface. The use of gypsum or plasterboard as a means of supporting boxes will not be permitted. Boxes installed for concealed wiring shall be provided with suitable extension rings or plaster covers, as required. The bottom of boxes installed in masonry-block walls for concealed wiring shall be mounted flush with the top of a block to minimize cutting of the blocks, and boxes shall be located horizontally to avoid cutting webs of block. Separate boxes shall be provided for flush or recessed fixtures when required by the fixture terminal operating temperature, and fixtures shall be readily removable for access to the boxes unless ceiling access panels are provided.

3.3.4 Installation in Overhead Spaces

In open overhead spaces, cast-metal boxes threaded to raceways need not be separately supported except where used for fixture support; cast-metal boxes having threadless connectors and sheet metal boxes shall be supported directly from the building structure or by bar hangers. Hangers shall not be fastened to or supported from joist bridging. Where bar hangers are used, the bar shall be attached to raceways on opposite sides of the box and the raceway shall be supported with an approved type fastener not more than 24 inches from the box.

3.4 EQUIPMENT CONNECTIONS

Wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Connections shall comply with the applicable requirements of paragraph WIRING METHODS. Flexible conduits 6 feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

3.5 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no

additional cost to the Government.

3.6 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed required work and after all defects in installation, material or operation have been corrected.

-- End of Section --

SECTION 16520

EXTERIOR LIGHTING

02/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C136.21 (1987; R 1997) Roadway Lighting - Vertical
Tenons Used with Post-Top-Mounted
Luminaires

ANSI O5.1 (2002) Specifications and Dimensions for
Wood Poles

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C1 (2000) All Timber Products - Preservative
Treatment by Pressure Processes

AWPA C4 (1999) Poles - Preservative Treatment by
Pressure Processes

AWPA M6 (1997) Brands Used on Forest Products

ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA)

IES LHBK (2000) Lighting Handbook, Reference and
Application

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2 (2002) National Electrical Safety Code

IEEE C136.3 (1995) Roadway Lighting Equipment -
Luminaire Attachments

IEEE C136.13 (1992; R 1996) Roadway Lighting - Metal
Brackets for Wood Poles

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA C78.42 (1995) Electric Lamps - High-Pressure
Sodium Lamps

NEMA C82.4 (1992) Ballasts for
High-Intensity-Discharge and Low-Pressure
Sodium Lamps (Multiple-Supply Type)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2002) National Electrical Code

U.S. DEPARTMENT OF AGRICULTURE (USDA)

RUS 1728F-700 (1993) Wood Poles, Stubs, and Anchor Logs

UNDERWRITERS LABORATORIES (UL)

UL 773 (1995; R 2000, Bul. 2001) Plug-In, Locking
Type Photocontrols for Use with Area
Lighting

UL 773A (1995; R 1999) Nonindustrial Photoelectric Switches for Lighting Control

UL 1029 (1994; R 2001, Bul. 2000)
High-Intensity-Discharge Lamp Ballasts

UL 1598 (2000; Bul. 2000 and 2001) Luminaires

1.2 RELATED REQUIREMENTS

Section 16050, "Basic Electrical Materials and Methods," applies to this section, with the additions and modifications specified herein.

1.3 DEFINITIONS

1.3.1 Average Life

Time after which 50 percent will have failed and 50 percent will have survived under normal conditions.

1.3.2 Groundline Section

That portion between one foot above and 2 feet below the groundline.

1.4 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-03 Product Data

Luminaires; G

Lamps; G

Ballasts; G

Wood Poles; G

Photocell switch; G

Brackets

SD-06 Test Reports

Operating Tests

1.5 QUALITY ASSURANCE

1.5.1 Drawing Requirements

1.5.1.1 Luminaire Drawings

Include dimensions, effective projected area (EPA), accessories, and installation and construction details. Photometric data, including zonal lumen data, average and minimum ratio, aiming diagram, and computerized candlepower distribution data shall accompany product data.

1.5.2 Pressure Treated Wood Pole Quality

Ensure the quality of pressure treated wood poles. Furnish an inspection report (for wood poles) of an independent inspection agency, approved by the Contracting Officer, stating that offered products comply with AWP A M6 and RUS 1728F-700 standards. The RUS approved Quality Mark "WQC" on each pole will be accepted, in lieu of inspection reports, as evidence of compliance with applicable AWP A treatment standards.

1.5.3 Test Data for Luminaires

- a. Distribution data according to IES classification type as defined in IES LHBK.
- b. Computerized horizontal illumination levels in footcandles at ground level, taken every 10 feet. Include average maintained footcandle level and maximum and minimum ratio.

1.6 DELIVERY, STORAGE, AND HANDLING

1.6.1 Wood Poles

Stack poles stored for more than 2 weeks on decay-resisting skids arranged to support the poles without producing noticeable distortion. Store poles to permit free circulation of air; the bottom poles in the stack shall be at least one foot above ground level and growing vegetation. Do not permit decayed or decaying wood to remain underneath stored poles. Do not drag treated poles along the ground. Do not use pole tongs, cant hooks, and other pointed tools capable of producing indentation more than one inch in depth in handling the poles. Do not apply tools to the groundline section of any pole.

PART 2 PRODUCTS

2.1 PRODUCT COORDINATION

Products and materials not considered to be lighting equipment or lighting fixture accessories are specified in Section 16375, "Electrical Distribution System, Underground" and Section 16370, "Electrical Distribution System, Aerial."

2.2 LUMINAIRES

UL 1598. Provide luminaires as indicated. Provide luminaires complete with lamps of number, type, and wattage indicated. Details, shapes, and

dimensions are indicative of the general type desired, but are not intended to restrict selection to luminaires of a particular manufacturer. Luminaires of similar designs, light distribution and brightness characteristics, and of equal finish and quality will be acceptable as approved.

2.2.1 Lamps

2.2.1.1 High-Pressure Sodium (HPS) Lamps

NEMA C78.42 Wattage as indicated. HPS lamps shall have average rated life of 24,000 hours (minimum).

Provide luminaires with tempered glass lens.

2.2.2 Ballasts for High-Intensity-Discharge (HID) Luminaires

UL 1029 and NEMA C82.4, and shall be constant wattage autotransformer (CWA) or regulator, high power-factor type unless otherwise indicated. Provide single-lamp ballasts which shall have a minimum starting temperature of minus 30 degrees C. Ballasts shall be:

- a. Designed to operate on voltage system to which they are connected.
- b. Constructed so that open circuit operation will not reduce the average life.

HPS ballasts shall have a solid-state igniter/starter with an average life in the pulsing mode of 10,000 hours at the intended ambient temperature. Igniter case temperature shall not exceed 90 degrees C.

2.3 PHOTOCELL SWITCH

UL 773 or UL 773A, hermetically sealed cadmium-sulfide or silicon diode type cell rated 277 volts ac, 60 Hz with single-throw contacts designed to fail to the ON position. Switch shall turn on at or below 3 footcandles and off at 5 footcandles. A time delay shall prevent accidental switching from transient light sources. Provide a directional lens in front of the cell to prevent fixed light sources from creating a turnoff condition. Provide switch:

- a. In a cast weatherproof aluminum housing with adjustable window slide, rated 850 VA, minimum.

2.4 POLES

2.4.1 Wood Poles

ANSI O5.1 and RUS 1728F-700 of Southern Yellow Pine. Poles shall be gained, bored, and roofed before treatment. Poles shall be treated full length according to AWPA C1 and AWPA C4 as referenced in RUS 1728F-700. Poles shall be branded by manufacturer with manufacturer's mark and date of treatment, height and class of pole, wood species, preservation code, and retention. Place the brand so that the bottom of the brand or disc is 10 feet from the pole butt for poles up to 50 feet long.

2.5 BRACKETS AND SUPPORTS

IEEE C136.3, IEEE C136.13, and ANSI C136.21, as applicable. Pole brackets

shall be not less than 1 1/4 inch galvanized steel secured to pole.
Brackets for pole-mounted street lights shall correctly position luminaire no lower than mounting height indicated. Mount brackets not less than 24 feet above street. Special mountings or brackets shall be as indicated and shall be of metal which will not promote galvanic reaction with luminaire head.

PART 3 EXECUTION

3.1 INSTALLATION OF POLES

IEEE C2, NFPA 70, and to the requirements specified herein.

3.1.1 Wood

Pole holes shall be at least as large at the top as at the bottom and shall be large enough to provide 4 inches of clearance between the pole and the side of the hole.

3.1.2 Pole Setting

Set poles in accordance with Section 16370 paragraph 3.2

3.1.3 Photocell Switch Aiming

Aim switch according to manufacturer's recommendations. Set adjustable window slide for 3 footcandles photocell turn-on and 5 foot candles turn-off.

3.2 GROUNDING

Ground noncurrent-carrying parts of equipment including luminaires, mounting arms, brackets, and metallic enclosures. Where copper grounding conductor is connected to a metal other than copper, provide specially treated or lined connectors suitable for this purpose.

3.3 FIELD QUALITY CONTROL

Upon completion of installation, conduct an operating test to show that the equipment operates in accordance with the requirements of this section.

-- End of Section --